

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Eugene Westmoreland,)	
)	
Plaintiff,)	Case No. 23-cv-1851
)	
v.)	Judge John J. Tharp, Jr.
)	
Cook County Sheriff Thomas Dart, et al.)	Magistrate Judge Gilbert
)	
Defendants.)	

DECLARATION OF ERIC DAVIS

I, Eric Davis, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, and if called upon to testify at trial, hearing, or deposition would state, based upon my personal knowledge, the following:

1. I am the Deputy Director of the Department of Capital Planning and Policy for Cook County, Illinois. I have held this position since April 2017.

2. As the Deputy Director of the Department of Capital Planning and Policy, my duties and responsibilities include participating in the oversight of the design and construction work at the Cook County Jail and courthouses. My duties and responsibilities also include overseeing the development and implementation of Cook County's Capital Improvement Plan (CIP), which involves engaging both architects and contractors to perform that work and working with our user groups to make sure that we are accomplishing their needs within the resources available.

3. I am directly involved in matters relating to planning and compliance of the facilities of the Cook County Department of Corrections (CCDOC) with the Americans with Disabilities Act (ADA).

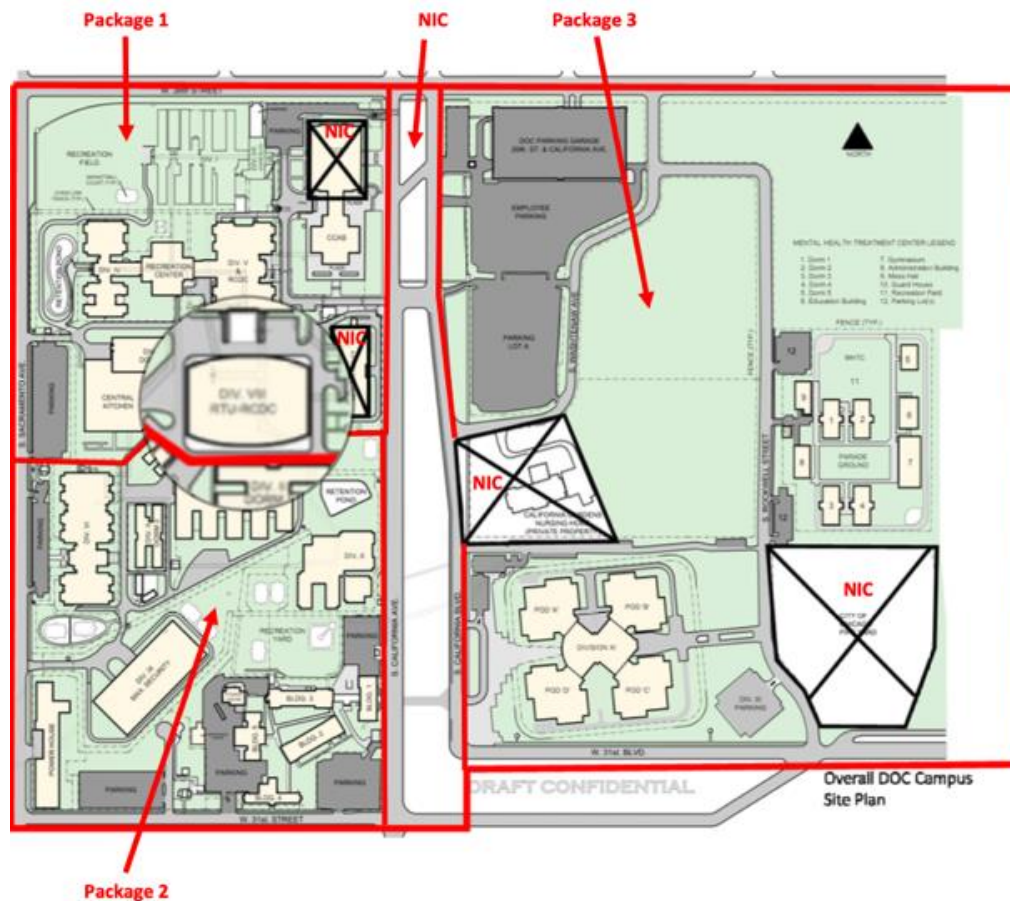
4. The Department of Corrections, located at 2700 S. California, Chicago, is owned by Cook County. The buildings on the campus are used for housing and fulfillment of the needs and requirements of detainees in CCDOC custody. Division 08, also known as the Residential Treatment Unit (“RTU”), is a building in the central Northwest portion of the campus, housing most wheelchair-users in CCDOC custody. The Division 08/RTU has pedestrian/material access tunnels which serve the facility at the basement level. Located within the East Tunnel Corridor of that area is an access ramp (“East RTU Ramp”).

5. As part of a comprehensive, multi-contract program to assess the overall ADA/accessibility compliance of all its public safety facilities (approx. 11 mil. sq. ft.), the County has publicly advertised for and is currently seeking architectural/engineering firms to assess, design, and provide construction phase services for complete and comprehensive upgrades to the accessibility and ADA compliance of the Department of Corrections facilities, which includes approximately 60 structures, totaling approximately 3.5 million square feet, as well as the land, outdoor recreation areas, gardens, drives, sidewalks, parking areas, etc. around them on over 100 acres of County-owned property. The period for bids on the project ended on May 22, 2024, with award of the contract by the Board of Commissioners expected approximately in January 2025. (Ex. 1, RFQ No. 2415-02093¹.)

6. The ADA renovation work for the Division 08/RTU facility would be included in the scope of RFQ No. 2415-02093. Because of the scale of the project, the County’s planned upgrade program, as illustrated in the RFQ and the excerpted image below, contemplates the division of the campus into 3 “packages” for assessment, design, and construction documents, to

¹ A Request for Qualifications (“RFQ”) is a procurement process used by Cook County to solicit detailed information from potential vendors or contractors to determine their qualifications for a specific project or service. It is particularly used when: (a) High professional skill is required; (b) Requirements are not clearly known; and/or (c) Quality is a primary factor over cost. Cook Cnty., Ill., Code of Ordinances § 34-136 (2024).

be produced by the successful AE firms. Division 08/RTU is within “Package 1,” and would be handled at the same time as surrounding facilities. The scope of work for the AE firms includes assessment, design, and construction phase services; unlike similar smaller solicitations for ADA upgrades to other County facilities, because of the scope and scale of the Jail, DCPD obtained leave from the Office of the Chief Procurement Officer (OCPO) to contract for full design services. Other similar smaller assignments (5 other contracts already issued) have been divided up between a firm doing the assessment and preliminary design (or “transfer package”) and final Architect/Engineer of Record services. Given the complexity and the interlocking nature of these assignments at the Jail, as exemplified by the reasons noted herein for not excerpting the RTU East Ramp from the larger program, the County expects to realize significant time and cost savings for the program through this approach.



7. Given the enormous size and scope of the project, a holistic approach must be considered in the design and construction of the project, including the ADA design throughout the project. The sequence of work on a project of this size requires careful consideration and planning of each element or location, in the context of its surrounding areas and their accessibility requirements, so that the project addresses the needs for access seamlessly, and that the work can be constructed in the most expeditious, cost-effective, efficient, and safe manner.

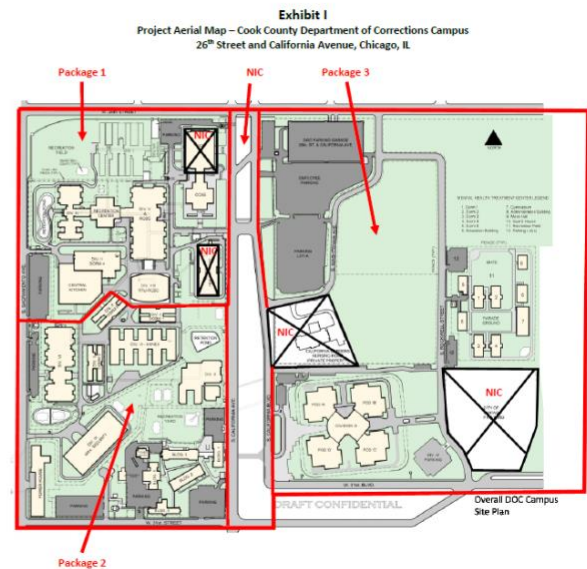
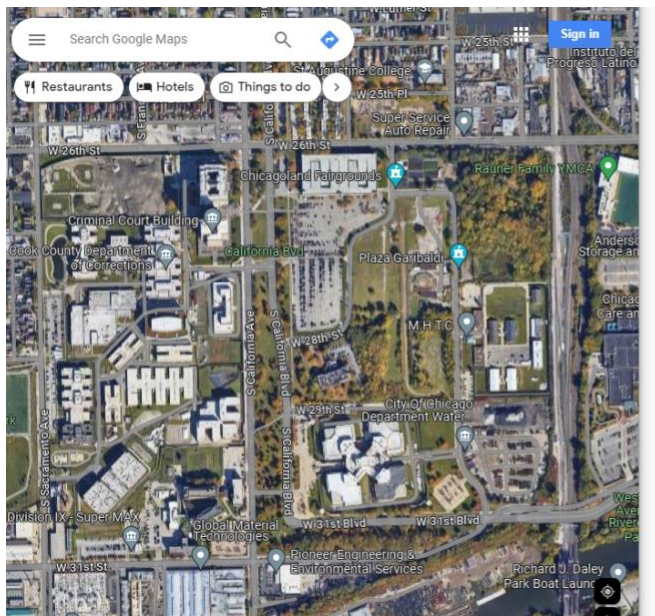
8. The “path of travel” throughout the campus that might require ADA compliance is vast and not just limited to the East RTU ramp. The County’s goal is to ensure the entire project complies with the ADA standards, not just the ramps.

9. It would be inefficient and cost prohibitive if the ramp work was not properly sequenced with other necessary work on the project that the County intends to complete in the next few years.

10. Carving out repairs just to ensure one ramp is ADA compliant without considering the overall impact on a project of this scale, in addition to subverting the desire to create seamlessly accessible paths of travel, as required by the Act, would be contrary to the overall imperative to address the needs comprehensively and completely, and to do so as quickly as possible. It also has implications beyond accessibility. For instance, since the tunnel system also serves as the location for much of the infrastructure for the various buildings across the campus (steam and hot water lines, cold water lines, sewer/waste/drain lines, data and electrical lines, etc.) there may be mechanical, electrical or plumbing that is also affected and needs to be sequenced too. Concurrent with the ADA assessment and upgrades program, the County has retained an engineering firm which is conducting an analysis and re-design of the campus HVAC systems, which likely will result in the re-routing or replacement of major infrastructure that runs through the area in question,

due to the desire to decentralize those system, for greater redundancy, and to include sustainable energy systems not yet in place.

11. As can be seen, particularly in the northwest-most portion of the campus, where Divisions 01 and 1A have been removed to make way for future fully accessible redevelopment (approx. 500,000 sq. ft.), the County has already begun extensive active related construction and demolition, including removing inaccessible legacy structures and making certain ADA improvements:



12. The campus-wide ADA upgrades program is progressing smoothly and when all construction is completed, said completed work will include the repairs noted below to the East RTU ramp. In the course of implementation and construction, the County will be working continuously with the Sheriff, including in developing the phasing plan for implementation. That will allow the County to first address those areas of greatest need, for the Sheriff's daily volume and typical operations.

13. Specifically, in relation to this case, an engineering firm used previously by the County, Globetrotters Engineering Corporation (GEC), was hired to assess the ADA compliance of the East RTU Ramp. (Ex. 2, GEC Report.)

14. In January 2024, it is my understanding that the GEC team utilized a LiDAR system, advanced technology which the County does not possess, to document the physical conditions of the East RTU ramp in three-dimensional form. The three-dimensional imagery captured the top and bottom of the ramp as well as the landings.

15. The three-dimensional imagery of GEC's LiDAR system, which captured the entire space (ramp and landings), allowed GEC to observe several violations, but GEC noted them all to be minor except for the lack of landing at the top of the ramp. The specific violations noted by GEC included:

- I. At two locations there is a deviation in the ramp floor that creates, for a short distance, a slope greater than 1:12.
- II. The intermediate landing is 5% short of the required length of five feet.
- III. Handrail extensions are shorter than the required 12" but in all cases are longer than 7.25".
- IV. At some locations, the handrails are up to ½" lower than the minimum required height.
- V. Lack of a landing, more than 9" long, at the top of the ramp.

(Ex. 2 at 3.)

16. GEC also noted a lack of Anti-ligature handrails, which are a necessary safety precaution in a jail setting.

17. GEC delivered specific recommendations for addressing the conditions on the ramp and bringing it into compliance with the ADA. These recommendations include the following:

- I. Move doors to adjacent tunnel east +/-52" as needed to provide a 60" landing.
- II. Rework the slope of the Upper Ramp with topping materials to be maximum 1:12 at all locations.
- III. Pour over the existing floor slab to shift the Lower Ramp East and extend the length of the Intermediate Landing to a minimum of 60".

IV. In conjunction with 3, provide a maximum 1:12 slope at all portions of the Lower Ramp.

V. Replace existing handrails with anti-ligature handrails, installed between 34 and 38" at all locations, with correct extensions.

(Ex. 2 at 16.)

18. Although the County has not yet requested bids for repairs, it is anticipated that the repair costs will be comparable to the costs to repair the Cermak ramp in the *Walker* case², i.e. several hundred thousand dollars.

19. Considering, to our knowledge, there is no precedent for an ADA upgrades program of this scale, the County cannot make a solid estimate of the timing that it will take to reach substantial completion on the project but anticipates it will take a few years.


20. Given the scope and nature of the project, a conservative completion estimate would be 24-28 months. This estimate takes into consideration both a high-level engineering and construction sequencing approach. Carving a piece of work out of sequence is not recommended or the best practice to follow, for the reasons noted above.

21. Piece-meal fixes applied without consideration given to “path of travel” needs, which criss-cross the area in question for multiple paths, users, and needs, will simply slow down County progress, by diverting County staff, architect, and contractor resources from implementing the comprehensive remediation of accessibility issues and violations present within CCDOC. Application of remediation without consideration of such higher-level issues poses the problem of potentially needing to redo the same work in the future, or potentially even subjects the County to additional lawsuits if issues arise.

² *Walker v. Dart, et al.*, 20-cv-00261, another matter pending before this court, currently at the Summary Judgment stage, involves an access ramp (the “Cermak ramp”) located within the basement level pedestrian tunnel serving the Cermak Health Services Facility. The RTU ramp leads directly to the Cermak ramp and they are of comparable size.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct to the best of my knowledge.

Executed on May 23, 2024

By: 
Eric Davis



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

Request for Qualifications **RFQ No. 2415-02093**

For

**Architectural and Engineering Services for the Public Safety Portfolio
For ADA Improvements to the Department of Corrections Campus**

**Required for use by
Cook County Department of Capital Planning and Policy**

**NON-MANDATORY PRE-
SUBMITTAL MEETING, DATE, TIME,
AND LOCATION**

Wednesday, April 24, 2024, 11:00 am CST
Virtual Pre-Submittal MS Teams Meeting
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTE1ZDJiZTYtNzkwZC00MTFmLWEwMTktNzFmMWUxNGRkNjli%40thread.v2/0?context=%7b%22Tid%22%3a%228b4d55ae-6db4-4e05-a85c-59d6a256cd6e%22%2c%22Oid%22%3a%228864180b-a196-475b-b513-e953f5052c9d%22%7d

**QUESTIONS
DEADLINE**

Wednesday, May 1, 2024 at 3:00 pm CST
Questions regarding the RFQ should be directed to:
Adriaan Jelks-Brown, Senior Contract Negotiator
Phone: 312-603-4472
Email: Adriaan.Jelks-Brown@cookcountyil.gov

**PROPOSALS DUE
DATE & TIME**

Wednesday, May 22, 2024 at 10:00 am CST
<https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities>

Toni Preckwinkle
Cook County Board President

Raffi Sarrafian
Chief Procurement Officer

Table of Contents

Section	Page
a. General Information	3
b. Scope of Services	8
c. Submission Contents	12
d. Evaluation and Selection Process	18

Exhibits

Exhibit I	Project Area Map
Exhibit II	Detailed Scope of Services
Exhibit III	Site Visit for the MQF (Process for Access DOC Campus or Outlying Facilities)
Exhibit IV	Level of Effort Form
Exhibit V	Instructions for Submitting an Electronic Bid/Submittal/Qualification
Exhibit VI	Insurance Requirements
Exhibit VII	Identification of Subconsultants Form
Exhibit VIII	MBE/WBE Utilization Plan Forms
Exhibit X	Economic Disclosure Statement
Exhibit XI	Cook County Sample A/E Contract (PSA)
Exhibit XII	Confidentiality Agreement
Exhibit XVI	Requirements for Work at Cook County DOC or Outlying Facilities
Exhibit XVIII	Addendum Acknowledgement Form
Exhibit XIX	Federal Clauses
Exhibit XX	Task Order

(Exhibit IX, Exhibit XV, Exhibit XIII, Exhibit XIV, and Exhibit XVII are not used)

1. GENERAL INFORMATION

1.1 Qualification Status/Process

Cook County invites the submittal of proposals to this Request for Qualifications (RFQ) for Architectural and Engineering Services for the ADA Assessment and Design for the Department of Corrections Campus. The intent is to provide assessments of all facilities and other real property therein, related to accessibility, to develop and design - construction/bid/permit documents for each Package identified below, and to provide construction administration services. The work is further defined herein as well as in Exhibit II, Scope of Services and - Exhibit XI, Professional Services Agreement (PSA).

1.2 Schedule

The County anticipates the following Schedule:

RFQ Distribution	04/18/2024
Pre-Submittal Meeting	04/24/2024 11:00am CST
Questions Deadline	05/01/2024
Submittal Due Date	05/22/2024
Expected Contract Award	January 2025

1.3 Pre-Submittal Meeting(s)

A Pre-Submittal meeting or meetings will be conducted by the Office of Chief Procurement Officer, on the date and time specified on the cover page.

1.3.1 Meeting Protocols

- 1.3.1.1 Due to the variable nature of applicable public health protocols at the time of this writing, OCPO will post an Addendum, as close as feasible to the date(s) of the Pre-Submittal Conference(s) for this RFQ, which will stipulate the date, time, and format of such Conference(s), including whether the Conference(s) will be in-person or virtual (conducted via MS Teams, Zoom, or other County-stipulated platform). It is the Respondents' responsibility to be aware of and to attend such Conference(s) if they are noted as mandatory. **Failure to obtain the publicly posted Addendum/ provided requirements for a mandatory meeting, whether in-person or virtual, will not be grounds for a waiver of the mandatory requirement.** You are hereby notified that the County takes no responsibility for a Respondent not seeing a material Addendum due to factors outside its control.

1.4 Submittal Due Date and Time

ONLY ELECTRONIC SUBMITTALS WILL BE ACCEPTED. Submittals must be made, in PDF form, by upload to a link that will be provided by the Office of the Chief Procurement Officer, to all attendees of the Non-Mandatory Pre-Submittal Conference no later than **10:00am CT Local Time-Chicago** on the date indicated within Section 1.2 Schedule of this RFQ.

Cover page of submittal PDF document to be addressed to:

Raffi Sarrafian, Chief Procurement Officer
Cook County Office of the Chief Procurement Officer
161 N. Clark Street Suite 2300
Chicago, IL 60602

The subject line of the transmitting email must include:

RFQ No. 2415-02093

[10:00am] [Wednesday, May 22, 2024]

Include the RFQ number on the cover page of any PDF document electronically delivered to the County Office of the Chief Procurement Officer and in the subject line of all email or other correspondence related to this RFQ or the Submittal. **Physical packages delivered by mail, courier, or in person will not be accepted by OCPO or DCPD and will be discarded.**

1.5 Scope Validation and Fee Negotiations

Upon identification of the Most Qualified Firm, the County may conduct a site visit with that team. The Chief Procurement Officer will enter into negotiations with that team to establish the contract amount. At this point, the County will provide the Most Qualified Firm with existing building drawings, building assessment reports, and access to the facility for the firm, as available, to develop a Level of Effort (LOE). The contract amount will be based upon the Level of Effort LOE (Exhibit IV), drafted by the Respondent and negotiated with the County, with the applicable hourly rate structure category for all team personnel. The Respondent will be required to submit a schedule of categorized hourly rates for its personnel performing work under the Contract, for one or more sample projects as requested by OCPO during negotiations, to support their proposed base hourly rates. The base hourly labor rates will have an audited multiplier from the applicable team member firm for each individual. The Respondent will be required to submit the most recent annual audits of the multipliers from each team member firm. The scope validation and fee submittal process shall include agreement and documentation on the duration/term of the contract. Should OCPO and the Respondent not be able to come to agreement on the contract amount within a reasonable period, the County reserves the right to end negotiations with that Respondent and proceed to negotiate with the next Most Qualified Firm in accordance with 50 ILCS 510.

1.6 Submitting the Submittal

Proposers are required to electronically submit their qualifications to the Cook County Office of the Chief Procurement Officer as per the instructions in the Exhibit V - Instructions for Submitting an Electronic Bid/Submittal/Qualification no later than the time and date specified in this RFQ. **OCPO will not accept hardcopy submissions.**

1.7 Errors and Omissions in the RFQ

The Proposer is expected to comply with the intent of this RFQ taken as a whole and must not avail itself of any errors or omission to the detriment of the services or the County. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer must immediately notify the County in writing (by the date indicated in section 1.4 above), and the County will issue written corrections or clarifications. The Proposer is responsible for the contents of its Submittal and for satisfying the requirements set forth in the RFQ. Proposer will not be allowed to benefit from errors in the RFQ that could have been reasonably discovered by the Proposer in the process of putting its Submittal together.

1.8 Awards

The County may, at its discretion, evaluate all responsive Submittals. The County reserves the right to make the award on an all or partial basis based on the responsive and responsible Proposer meeting the specifications, and terms and conditions. This RFQ does not commit the County to proceed with the project or to pay any costs incurred in preparation of a response to this request, or to procure or contract for further services.

1.9 Ethics Information

The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our website at <https://www.cookcountyil.gov/agency/board-ethics-1>. The Respondent must comply fully with the applicable ordinances.

1.10 Contracting Process

An expeditious contracting process has been designed along with this prequalification process. Therefore, exceptions to the standard contract terms and conditions may not be accepted. Standard Terms and Conditions and sample agreement are included in this original RFQ. The successful respondent will be issued a contract to perform the project specific services and negotiate scope and compensation. Negotiation of contract terms must take place between the contractor, using agency and a representative of the Chief Procurement Officer (Cook County Code, Chapter 34, Article IV, Section 34-138. f).

1.11 Key Personnel

The Respondent must identify the key personnel that will be committed to the specific project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined to be in the County's best interest. All key personnel must be committed to the project without competing priorities. The evaluation of submittals includes the qualifications of any new personnel proposed; therefore, Respondent must name key personnel as part of their submittal. Key Personnel must not be replaced during the project without the prior written approval of the DCPD Director.

1.12 Subcontracting

The Submittal must clearly state the identity of each team member and specify their role. The submittal must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract. The County reserves the right to accept or reject any subcontractor if, in the County's sole opinion, it is in the best interest of the County. Respondent has the right to request a written explanation of such decision.

1.13 Objective

These services are professional in nature. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the County. It is also understood that all reports, information, or data prepared or assembled by the Respondent will be confidential in nature and will not be made available to any individual or organization, except the County, without the prior written approval of the County. The Respondent shall be financially solvent as well as each of its members, if a joint venture. Additionally, its employees, agents or sub-Consultants of any tier shall be competent to perform the services required under this RFQ document.

1.14 Multiple Addresses of Projects

This project may have facilities located at multiple addresses. The County will provide a Purchase Order to the vendor per facility. The vendor's invoicing shall be broken up by facility, with an accompanying property ID number and an EBS number so that the cost is attributed to that facility. All provisions for Invoicing listed in the PSA apply. The A/E will create separate Packages per facility.

1.15 Federal Clauses

If this project is funded in whole or in part with funds from a federal grant, the respondent must comply with all the terms and provisions of the grant award. Additional information is available in the Federal Clauses attachment hereto.

1.16 Task Order Process

If the County chooses to use a Task Order for any portion of this project, the process outlined in the attachment hereto, or similar, shall be followed.

1.17 Definitions

- a. **Agreement** is the Professional Services Agreement between the County and the successful Respondents that are selected to serve as the AE of record for a project or task.

- b. **AE, A/E, Architect of Record, "AOR" or "Consultant"** means the licensed, legal or other qualified entity retained by the County for the purposes of designing the Project and providing any other duties normally provided by an AOR and as defined in their agreement with the County.
- c. **Bureau** is the Cook County Bureau of Asset Management.
- d. **CIP** is the Capital Improvement Plan developed and managed by the Department of Capital Planning & Policy.
- e. **CM** means Construction Management or Construction Manager (Agent) for one of the County's asset portfolios (Corporate Facilities, Public Safety, or Health and Hospitals). The Vendor's services to be delivered under the Contract, on a project-by-project basis, will be managed by a given CM, whose activities are directed by the Director, Deputy Director, or a Project Director. The CM is only empowered to provide direction to the Vendor when specifically authorized, in each instance, by the Department.
- f. **Campus** is Cook County Department of Corrections Campus (DOC Campus)
- g. **County** is the County of Cook.
- h. **Contractors** are Construction Contractors that are procured by the County and awarded agreements to provide construction activities of the Project.
- i. **Contract Documents**
are the drawings and specifications setting forth in detail the requirements for the construction of the Project, and all other Contract Documents issued for construction.
- j. **Department** is the Cook County Department of Capital Planning and Policy. The Department operates within the Cook County Bureau of Asset Management.
- k. **DFM** is the Department of Facilities Management
- l. **Director/Deputy Director** refers to the Director or Deputy Director of the Cook County Department of Capital Planning and Policy (DCPP).
- m. **Firms** are the Professional Service Firms, including architects, engineers, construction managers, consultants and other vendors that are procured by the County and awarded agreements to provide professional services related to the Development and Capital Improvement Plan (CIP).
- n. **LOE** is the Level of Effort
- o. **OCPO** is Office of the Chief Procurement Officer.
- m. **Portfolio** is the Corporate Facilities or Public Safety portfolio within the annual Capital Improvement Plan (CIP).
- n. **Project(s)** are projects undertaken for the Capital Improvement Plan (CIP). Project Documents are prepared by the AE including data, studies, drawings, specifications, CAD files, meeting minutes, schedules, notices, logs, electronic files, videos, supplemental information and reports, and any revisions or additions to any of the foregoing prepared or received by the AE its subcontractors, agents and employees pursuant to this Agreement.

- o. **Project Team** includes the AE and its Sub AEs, Professional Service Firms.
- p. **Proposal, Submittal, or Response** means information provided to the County in response to this RFQ. The terms may be used interchangeably.
- q. **Proposer, Respondent, or Respondents** means the individuals or business entities submitting a Submittal in response to this RFQ. The terms may be used interchangeably.
- r. **PSA** refers to the Professional Services Agreement for AE Services attached to this RFQ and details additional scope requirements. If there is a conflict between the language or requirements of this RFQ and the attached PSA, the requirements of this RFQ will govern.
- s. **RFI** is Requests for Information.
- t. **RFQ** is this Request for Qualifications.
- u. **Services** are the AE Scope of Services set forth in the RFQ.
- v. **Subconsultants** are firms contracted by the AE to provide services that are relative to this RFQ.
- w. **Substantial Completion** means the work or designated portion of the work is sufficiently complete, in accordance with the Contract Documents.
- x. **Work** means the construction activities of the Project.

2. SCOPE OF SERVICES

2.1 Introduction

The Cook County Department of Capital Planning and Policy is seeking qualified Architectural & Engineering (A/E) firms to provide assessment, design, and construction administration services for the project collectively called "ADA Improvements to the Cook County Department of Corrections Campus," located at 26th Street and California Avenue, Chicago, IL (See Exhibit I). The project involves multiple Scope Confirmation Packages and Design Documents for the campus and facilities referenced herein. This project will be delivered as Program Analysis Reports (PAR), Scope Confirmation Packages, phasing plans, construction documents and construction administration, as identified below.

The Cook County Department of Corrections Campus (DOC Campus) is owned by Cook County and consists of approximately ninety-six acres and eight city blocks. The campus consists of approximately sixty (60) buildings, which will be included in this scope of work.

Qualifications submitted shall be applied to all phases of work included in this solicitation. The County intends to make an award to three (3) AE firms, one (1) for each Package.

Please see Exhibit II for the detailed scope of work.

2.4 Additional Requirements

- This inquiry should not be construed in any manner to be an obligation to enter into an agreement or to result in any claim for reimbursement of costs for any effort expended by your organization relative to this RFQ.
- DCPD does not seek any proprietary or company confidential information as part of your submittal. All information and data contained in your submittal should be submitted on an unrestricted basis.
- The vendor is to provide cost estimates at various milestones throughout the project including Schematic Design, Design Development, Construction Documents. Cost estimates should include any identified alternates.
- Consultant is to provide the documentation to DCPD and DFM in the following formats (all):
 - Word (assessment reports/PAR, specifications)
 - AutoCAD (bid/construction packages)
 - PDF (record versions of deliverables at each phase of design)
 - Hardcopy (two half-sized paper copies)

2.5 Payment MOVE TO EXHIBIT

- In addition to the requirements set forth in the contract documents in relation to Consultant/Vendor payment, payments and the percentages for payment requested will be expected to align closely with the completion of a selection of the key milestones. The schedule of values will be provided to the County and must be approved by DCPD prior to submittal of the first pay application.

2.6 Required Services for All Projects MOVE TO EXHIBIT

The work performed by the firm selected for the project shall meet the following standards, requirements, and expectations.

- 1. Project Drawings.** The generation of all necessary drawings shall be the responsibility of the project awardee. DCPD will provide prints of any historical drawings that are available for a specific site but cannot guarantee the accuracy of this information.

2. Technical Specifications. The final version of technical specifications must be provided to DCPD electronically, as ONE Microsoft Word document, NOT write-protected, along with a final electronic version of the drawings in Auto CAD format and pdf format. Drawings and technical specifications should be delivered at least two (2) days prior to the scheduled date of project advertisement. In addition, please note the following:

- Provide industry standard and project specific CSI six-digit three-part specifications that include technical data, ASTM standards, performance features, and product attributes.
- The County will furnish to the Most Qualified Firm one (1) set of electronic Guideline Specifications for Division One. The guideline specifications will be used to create Division One Technical Specifications.

3. Accessibility. The A/E shall provide a design compliant with the applicable accessibility laws including, but not limited to, the Chicago Building Code, the Illinois Accessibility Code, Uniform Federal Accessibility Standards and the 2010 ADA Standards. In evaluating accessibility requirements, the most stringent Code shall apply. Include path of travel and primary function as applicable.

4. Sustainability.

- The County prefers the use of an integrative design process for all capital projects. At a minimum, the design team should draw participants from the end-user group, the design and construction team, and the facilities maintenance team.
- The County intends to pursue rebates through the rebate programs offered by the energy service providers. If rebates are found to be available for the equipment being replaced the design team shall specify equipment in compliance with the available rebate programs. The County may require assistance from the design team in providing the information and documentation required to submit and receive such rebates.
- The latest edition of the Cook County Green Buildings Standards (currently dated June 2019) shall be followed.

5. Policy Roadmap. Available on the Cook County Website.

<https://www.cookcountyil.gov/service/policy-roadmap>

6. CAD. The project awardee shall produce AutoCAD drawings for each design project that include accurate base drawings for the entire building/project area. Upon completion of each project, a disk containing the as-constructed drawing set shall be sent to DCPD. If available for this project, DCPD will provide .dwg files for the floor plans. In addition, the DCPD CAD File System Overview would be available to illustrate existing conditions, existing blocking, and existing stacking plans.

7. Permits. The project design firm is expected to provide a design that is in compliance with all applicable codes and ordinances, a permit submittal that is in compliance with all jurisdictional requirements and cooperate in resolving any permit-related issues. Note that the Code requires compliance with Cook County building codes regardless of whether a project is located within an incorporated municipality. 70 ILCS 810/8.4. In addition to Cook County Building & permits, permits may be required from various local zoning boards, Authorities Having Jurisdiction, and the Chicago Building code.

2.7 Contract Term

The expected term of the contract will be an initial term of (5) years with three (3) one-year renewal options.

3. FORMAT AND CONTENT OF SUBMITTAL

3.1 Submittal Labeling

The submittal must be prepared on 8 ½ x 11 letter size paper. The submittal becomes the property of Cook County upon receipt by the Office of the Chief Procurement Officer and will be part of any contract formal document for the goods or services which are the subject of this RFQ.

3.2 Submittal Format

Each document uploaded must be labeled to clearly identify the RFQ number, Project, and contents of the file.

3.3 Complete Submission

Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. The Submittal must be provided in the form of a single PDF file. Incomplete Submittals may lead to a Submittal being deemed non-responsive. Non-responsive Submittals will not be considered.

3.4 Packaging and labeling

The transmitting email shall clearly indicate the RFQ Title and date and time for submission. It shall also indicate the name of the Respondent (prime firm or joint venture). The file name of the PDF shall include the RFQ number and the name of the Respondent.

3.5 Timely Delivery

The Submittal must be delivered (electronically only) to the Office of the Chief Procurement Officer in the manner described to the address shown on the cover sheet of this RFQ (or to the file transfer site as so stipulated by Addendum). Submittals delivered late will not be considered.

3.6 Late Submittals

The Proposer remains responsible for ensuring that its submission is uploaded at the time, date and manner specified. The County assumes no responsibility for any submission not so received regardless of whether the delay is caused by some act or circumstance outside of the control of the County.

3.7 Submittal Contents

The Submittal must contain the following information, be organized in the following order, and each Part and subsection should have labeled Tabs:

COVER LETTER

Provide a letter of commitment signed by an authorized representative of the firm committing to provide the services in accordance with all terms and conditions of the attached Professional Services Agreement (see Exhibit XI) and to the compliance with the stated M/WBE participation goals. Include the name, address, telephone and facsimile numbers, and email address of the primary authorized representative of the firm who will be responsible for the Submittal.

PART 1 CERTIFICATIONS

SUBMITTER TO COMPLETE SECTIONS BELOW

(copy and paste from below onto Letterhead for Part 6 Notarized Statement with all blanks filled in accordingly)

**QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR
ADA Improvements Department of Corrections Campus**

Submitter: _____

CONTACT:

Individual who will be the contact with the County and be authorized to make decisions on behalf of the Submitter during the RFQ process.

Name: _____ Title: _____

Email: _____ Telephone No: _____

A/E & PROJECT MANAGER/POINT OF CONTACT

INCLUDE THE FOLLOWING INDIVIDUALS ON THE KEY PERSONNEL SHEET

Designated Architect of Record (w/ Submitter firm) for this Project:
(if applicable)

NAME OF INDIVIDUAL	IL LICENSE NO.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Submitters Project Manager Team Leader and Point of Contact:

NAME OF INDIVIDUAL	TITLE
_____	_____

EXCEPTIONS (Carefully review the following paragraph regarding exceptions before answering the questions below)

The Submitter understands that this RFQ and Scope of Services, and the Professional Services Agreement has been structured to enable the County to obtain complete services it requires for this Project. Any items that contain content that serves to modify the County's requirements or conflict with them will be considered an exception.

Does the Submitter's Qualifications include Exceptions to the scope of Services? (Please attach)

YES _____ NO _____

CERTIFICATION: CONFLICTING PRIORITIES

The Submitter covenants that should it obtain an agreement with the County as a result of an RFQ, all key personnel and any other personnel identified in the Qualifications will be committed to providing Services for the project it has contracted for without or competing or conflicting priorities, except as stipulated in the Level of Effort negotiated with the County.

INITIALS OF AUTH. SIGN. _____

CERTIFICATION

The Submitter represents and warrants that it is a financial solvent company, authorized to do business as a Professional Design Services Company in the State of Illinois and is properly licensed to provide professional architectural and engineering services by all necessary governmental and public and quasi-public authorities having jurisdiction over the Services required hereunder. The signature of the Principal will be legally binding as to the accuracy of all information presented in the Summary and within the Submission itself.

AUTHORIZED SIGNATORY ON COVER LETTER _____ DATE _____

PART 2 QUALIFICATIONS EXECUTIVE SUMMARY AND APPROACH

Tab 1: Introduction Letter

Tab 2: General description of firm, philosophy, accomplishments, value

Tab 3: General description of project understanding and challenges

PART 3 ORGANIZATION CHART AND KEY PERSONNEL

Tab 1: Project organization during the Package development

Tab 2: Detailed description of consultant services including an organizational chart and list of responsibilities for each proposed staff member. Include years of experience with the firm and years of experience total. Process and Qualifications include all typical tasks such as those outlined in the proposed agreement.

Depending on the areas of the Work, team members may be subject to background checks, immunization requirements (if hospital project) and badging for access to Cook County Facilities and Grounds.

The core team shall be led by an Illinois Licensed Architect having a minimum of 10 years of experience. Core team members shall have at least five (5) years of experience and have knowledge of the complex field of ADA accessibility requirements within public sector entities, knowledge of disability laws and codes, knowledge of correctional and court facilities, knowledge of conducting accessibility surveys, scope development, design development, and oversight of implementing modifications.

Credentials of the project team, including project team leader and major subconsultants, will include a portfolio of related projects and a history of the proposed team working together on past projects. The entire project team will be evaluated. Include as a minimum the proposed project team's previous experience working together as a team to include a list of previous projects with proposed subconsultants.

Tab 3: Staffing matrix. Matrix shall include the names of all planned staff and indicate project hours for each month through the duration of the project for each staff member. Include all sub-consultant(s) and define the degree of work to which they will be used.

Tab 4: Resumes of staff that will be actively involved in the project-by-project phase including relevant project experience.

Other: Submit any information the Submitter deems pertinent to demonstrate its qualifications to perform the services being requested such as membership in any professional associations.

PART 4 PROJECT SHOWCASE

Tab 1: SUBMITTER'S PROJECTS (3 REQUIRED; 5 MAXIMUM)

Firms shall submit descriptions of the facilities that most clearly match the scope of this project where the firm provided Assessment, Transfer Package and/or Construction Document services.

INSTRUCTIONS: provide three (3) projects that your firm has completed within the last 10 years for consideration. The projects should be relevant to the role this firm will play in the services to be provided by Submitter. All information must be verifiable, and all references must include up-to-date contact information. Incomplete information may cause the Submission to be rejected. Contracts for projects presented must have been awarded directly to your firm as a Prime or a subconsultant. If submitting as a joint venture, submit a Project Showcase for each prime firm under Tab 1. See below for subconsultants projects in Tab 2.

NOTE:

- DO NOT INCLUDE PROJECTS AWARDED TO INDIVIDUALS IN YOUR FIRM WHILE THEY WERE AT ANOTHER FIRM
- DO NOT INCLUDE PROJECTS FOR WHICH INFORMATION IS "CONFIDENTIAL" AND CANNOT BE PROVIDED AND VERIFIED
- DO NOT INCLUDE PROJECTS FOR WHICH BUDGETS AND SCHEDULES CANNOT BE BROKEN OUT INDIVIDUALLY

Information should include the following:

- Project description
- Scope
- Relevant characteristics or challenges
- Project location
- Size – GSF
- Number of Stories
- Project Team from this project who are included in the RFQ response
- Owner/Client contact information including name, title, address, telephone number

Tab 2: SUBCONSULTANT'S PROJECTS (3 REQUIRED)

Same as Section 4 Tab 1 above, but for Subconsultants

See Exhibit II Detailed Scope of Services for additional information regarding qualifications and relevant experience.

PART 5 NOTARIZED STATEMENT

SUBMITTER TO COMPLETE SECTIONS BELOW

QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR

ADA Improvements Department of Corrections Campus

Submitter: _____

The Submitter to this RFQ has carefully inspected / viewed each site, submitted any Questions and clarifications in writing and received responses from the County. The Submitter is satisfied that it can provide an informed Submission based on its inspection / viewing s, all information received in the RFQ, and County responses.

The following named individual(s) have inspected the properties on behalf of the Submitter:

NAME _____	Firm _____	DATE(S) of Inspection/viewing _____
NAME _____	Firm _____	DATE(S) of Inspection/viewing _____
NAME _____	Firm _____	DATE(S) of Inspection/viewing _____
NAME _____	Firm _____	DATE(S) of Inspection/viewing _____
NAME _____	Firm _____	DATE(S) of Inspection/viewing _____
NAME _____	Firm _____	DATE(S) of Inspection/viewing _____

The Undersigned warrants that the above is a true and accurate statement.

SIGNATURE OF PRINCIPLE _____

DATE _____

SUBSCRIBED & SWORN TO BEFORE ME THIS

DAY _____ MONTH _____ YEAR _____

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC SEAL

PART 6 ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS

Provide an original EDS if last submittal has been over one (1) year ago. If an EDS was submitted recently, please submit a copy. In either case, however, the signature pages must still be original and in triplicate.

PART 7 EXECUTED RFQ FORMS

Tab 1: Addendum Acknowledgement Form

3.8 Compliance with Contractual Terms

Submitter acknowledges it must comply with all contract terms and conditions as delineated in this RFQ. If the Submitter takes exceptions or deviations to the County's Terms and Conditions, the CPO in his or her sole opinion, may reject the Submission as non-responsive

3.9 Submittal Package

The originals of each component should be clearly marked "original."

4. EVALUATION and SELECTION PROCESS

4.1 Responsiveness Review

The Office of the Chief Procurement Officer will initially review all submissions to determine whether they are responsive to the requirements of the Submission Contents section of this RFQ. A submission which is incomplete and/or missing key components necessary to fully evaluate the submission may be deemed non-responsive and removed from consideration. The OCPO will forward all responsive submissions to the Evaluation Committee ("EC") for their evaluation.

4.2 Evaluation

An Evaluation Committee (EC) comprised of County personnel will evaluate all responsive submissions in accordance with this section.

The EC will meet to discuss the submissions and any additional information gathered from inquiries described in the paragraph below. The number of EC meetings is not fixed and how many meetings occur will be decided by the EC as they progress through their evaluation process.

As part of the evaluation process, the EC will review information required by the Submission Contents section of this RFQ for each submission received. In addition to the Submission Contents, the EC may also review information gained from: 1) clarifications, 2) additional requested information, 3) presentations, and/or 4) best and final offers. Further, it is the EC's decision whether any of items 1-4 will be implemented. It's possible that the EC might not request clarifications or best and final offers from every Submitter. Similarly, if the EC decides to have presentations, it's possible that not every Submitter will be invited.

As State funding may be included for this project, selection will be consistent with the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1).

Any material misrepresentation made by a Submitter may void the Submission and eliminate the Submitter from further consideration.

4.3 Evaluation Criteria

4.3.1 The EC will select for negotiations and recommend for award the responsive, responsible, and compliant Submitter whose submission has been determined to be the most advantageous to the County, in accordance with its outlined goals and the following Evaluation Criteria. Note that the RFQ submittal does not include a proposed price and price is not a part of the evaluation criteria.

Evaluation Criteria	Submission Content to be Evaluated	Score
Responsiveness of Submittal Submitter is compliant with all the submission requirements of the RFQ.		5%
Experience, Capability, and Capacity of the Respondent Team (Prime and Subconsultants) Description - The Submitting Firm and its team members must demonstrate they have the capability and capacity necessary to perform and manage the services requested in this RFQ. The Respondent shall provide examples of their team's successes	See Section 3.7, Part 4	30%

working together on projects of similar type (both in scope and magnitude).		
Quality of the proposed Project Approach / Plan and Understanding of the County's Goals Description - The Submitting Firm and its team members must demonstrate they have the capability and capacity necessary to perform and manage the services requested in this RFQ. The Respondent shall provide examples of their team's successes working together on projects of similar type (both in scope and magnitude).	See Section 3.7, Part 2; Tab 3	25%
Experience, qualifications, and availability of Key Personnel The experience, qualifications, and availability of the key personnel that the Respondent will assign to the project. Experience shall be demonstrated by key members' accomplishments in the role they have held, relevant qualifications, and specialized experience in the role and responsibilities assigned for this project. The key personnel shall also include their time commitment devoted to the project. The key personnel's experience shall be demonstrated by experience in large, complex public sector renovation projects in occupied spaces and historic buildings within the last 10 years and experience with accessibility assessments. Experience with renovation projects includes design, development of contract documents, permitting and construction administration services. Renovation projects and/or assessment projects focusing on accessibility should be specifically noted.	See Section 3.7, Part 3	25%
M/WBE Participation	See Section 5.13	15%

The Submitter must possess all appropriate licenses and certifications that are necessary to provide the services discussed in the RFQ.

The responses to this Solicitation will be numerically scored by an Evaluation Committee, based upon the stipulated criteria. It is expected that the County will identify a short list of the highest ranked firms to be considered for interviews. At that point the short listed firms will be asked to submit their categorized labor rates and multipliers, for project personnel from the prime and all subconsultant firms. The County will then invite at least three (3) firms to interview with the Evaluation Committee, which may modify its scores based upon information provided in the interviews. The County will then assign the top three (3) teams to a given Package. Those assigned teams will be afforded the opportunity to tour any or all of the buildings and site areas in their Package and also to review the available existing documentation, drawings, etc. for their Package area. The assigned Most Qualified Teams will then each submit a Level of Effort to establish their fee.

4.3.2 The criteria below are neither weighted nor individually scored. Instead, depending upon the contents of the information received, the Submitter may be deemed non-responsive or non-responsible and removed from consideration. In addition to the EC, the information in the Submission regarding these items below but not limited to, may be reviewed by other County staff and/or other persons at any point prior to contract award at the direction of the CPO.

1. Legal Actions
Whether there are any legal actions i) against the Submitter and/or any division, subsidiary or parent company of the Submitter, or ii) against any member, partner, etc., of the Submitter if the Submitter is a business entity other than a corporation.
2. Insurance
The statement or other information confirming the Submitter's ability to comply with the County's insurance requirements specified in Exhibit VI will be considered.
3. Conflict(s) of Interest
Any information regarding the Submitter, including information contained in the Submitter's submission, that may indicate any conflicts (or potential conflicts) of interest which might compromise Submitter's ability to satisfactorily perform the Services or undermine the integrity of the competitive procurement process will be considered. A conflict of interest may include whether the Submitter has provided any services for the County in researching, consulting, advising, drafting, or reviewing of this RFQ or any services related to this RFQ.
4. Compliance with Laws, Ordinances, and Statutes
Submitter's compliance with all laws, ordinances, and statutes governing the contract will be considered. See County EDS, Exhibit X.

4.4 Best and Final Offer

The County reserves the right to request a Best and Final Offer from finalist Submitter(s), if it deems such an approach necessary in general, the Best and Final Offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of Submittals.

If the County chooses to exercise this option, Submittals will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days)

4.5 Right to Inspect

The County reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Submitter and any proposed subconsultants and to reject any Submission regardless of price if it shall be administratively determined that in the County's sole discretion the Submitter is deficient in any of the essentials necessary to assure acceptable standards of performance. The County reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFQ. The right to inspect includes checking references on any project performed by the Submitter whether provided by the Submitter or known by the County.

4.6 Selection

The EC will conclude its evaluation by each EC member scoring the Submissions, and the Submission with the highest aggregate score will be recommended for award. Upon approval of the selected Submitter, a contract will be prepared by the County and presented to the Selected Submitter for signature. Pursuant to the Cook County Code, the EC's recommendation of award will be presented to either the Chief Procurement Officer or the County Board of Commissioners for approval.

5 INSTRUCTIONS TO RESPONDENTS

5.1 Adherence to Instructions

This RFQ provides potential Respondents with sufficient information to enable them to prepare and submit submittals. This RFQ also contains the instructions governing the submittal of a response and the materials to be included therein, including the County requirements, which must be met to be eligible for consideration. All submittals must be complete as to the information requested in this RFQ in order to be considered responsive. Respondents providing insufficient details may be deemed non-responsive.

5.2 Availability of Documents

The County will post the RFQ, and other procurement notices, as well as award information,

at: <http://legacy.cookcountygov.com/purchasing/bids/listAllBids.php>

Interested respondents should note that there is no charge or fee to obtain a copy of the solicitation document. Respondents intending to respond to any posted solicitation are encouraged to visit the web site above to ensure that they have received a complete and current set of documents. Some procurement notices may provide a downloadable version of the pertinent documents and any addendums to them that will be available to Respondents after they have completed a simple registration process.

Any Respondents receiving a copy of solicitation documents from a referral service and/or other third party are solely responsible for ensuring that they have received all necessary solicitation documentation, including amendments and schedules. The County is not responsible for ensuring that all or any procurement documentation is received by any proposers.

Information regarding applicable policies and standards, including but not limited to the Workplace Strategy + Design, Green Building Program, furniture standards and space allocation standards, and others as may be applicable, are available on the Bureau of Asset Management website. As other applicable standards become available, they will also be posted to the Bureau's website

<https://www.cookcountyil.gov/agency/bureau-asset-management>

5.3 Pre-Submittal Conference

The County will hold a Pre-Submittal conference on the date, time and location indicated below. Representatives of the County will be present to answer questions regarding the services requested or Submittal procedures. Prospective Proposers will respond to the contact person listed on the front cover of the RFQ at least one day prior to the Pre-Submittal Conference to confirm participation and number of representatives attending the meeting. A maximum of 2 representatives from each firm may attend the pre-submittal conference.

Attendees are encouraged to bring a copy of the RFQ to the Pre-Submittal conference.

5.4 Clarifications

Questions regarding this RFQ will be submitted in writing to the contact person listed on the cover page of this RFQ no later than 3:00 P.M. Local Time-Chicago, at the date and time listed on the first page.

5.5 Delivery of Submittal Package

As noted above in Section 2, only electronic submittals will be accepted, on the date and time, and via the file transfer method stipulated above. **Submittals received after the time specified will not be considered.**

5.6 Uniformity

To provide uniformity and to facilitate comparison of Submittals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFQ. All information submitted must be noted in the same sequence as its appearance in this RFQ. The County reserves the right to waive minor variances or irregularities.

5.7 Submittal Material

The Submittal material submitted in response to the RFQ becomes the property of the County upon delivery to the Office of the Chief Procurement Officer and will be part of any contract formation for the services.

5.8 Addenda

Should any respondent have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Office of the Chief Procurement Officer no later than 3:00 P.M. Local Time-Chicago, at the time listed on page one to obtain clarification prior to submitting a Submittal. Such inquiries must reference the submittal due date and the County RFQ number.

Any clarification addenda issued to Respondent prior to the Submittal due date shall be made available to all Respondents. Since all addenda become a part of the Submittal, **all addenda must be signed by an authorized Respondent representative and returned with the Submittal on or before the Submittal opening date. Failure to sign and return all addenda acknowledgements may be grounds for rejection of the Submittal.**

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by the County. If issued, the County will post the addenda on the County website:

<https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities>

In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

5.9 Respondent's Responsibility for Services Proposed

The Respondent must thoroughly examine and will be held to have thoroughly examined and read the entire RFQ document. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

5.10 RFQ Interpretation

Interpretation of the wording of this document shall be the responsibility of the County and that interpretation shall be final.

5.11 Confidentiality and Response Cost and Ownership

From the date of issuance of the RFQ until the due date, the Proposer must not make available or discuss its Submittal, or any part thereof, with any employee or agent of the County unless directed to do so. Breach of this confidentiality may result in rejection of submittals. The Proposer is hereby warned that any part of its Submittal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

5.12 Use of Subconsultants

The Respondent's response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors each will receive under the Contract. The County reserves the right to accept or reject any subcontractor if in the County's sole opinion, it is in the best interest of the County.

5.13 MBE/WBE Participation

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Section 34-267 through 272), and the County has established a goal that MBE/WBE firms retained as subcontractors receive a minimum of 35% MBE/WBE of the overall estimated expenditures for this procurement. In an effort to continue to promote and expand the participation of certified MBE/WBE firms, the proposer must make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In its response, a proposer must state the name(s) of the minority and women subcontractor(s) and the level of participation proposed for each firm to be awarded a subcontract. The Certified Minority Business Enterprises and Women Owned Business Enterprises Directory is available at:

<https://cookcounty.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?XID=8052&TN=cookcounty>

Failure by the Proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by the County in its evaluation of the Proposer's responsibility and responsiveness.

5.14 Respondent's Disclosure and Conflict of Interest

The Respondent must complete and return the attached Economic Disclosure Statement and Execution Document Index (EDS Forms), along with their Submittal. If further clarification is required on any of the information provided, the County reserves the right to make any necessary inquiry with a Respondent for such a purpose. Such an inquiry, if made, may include a deadline by which time any necessary clarifying information must be submitted.

The Respondent must certify that as the owner's representative its sole responsibility is to the County; that it will not bid, propose, provide services, or participate in any way on projects in the CIP outside of its role and responsibilities as Construction Manager; and that it will be independent of any Professional Service Firms, Construction Contractors, and other third parties which enter into contracts with the County to provide services on the CIP Projects other than the Construction Management services.

The Respondent will be bound to the County's best interests during the term of the Agreement. The Respondent will notify the County of any possible or potential conflict of interest which may result from the Respondent's other activities and shall commence such other activities only after written approval of the County which may not be unreasonably withheld.

5.15 Cook County RFQ Format

All proposers will use this solicitation format for submitting their Submittal. Variations or exceptions from the specifications and general conditions should be submitted in writing. Such variations or exceptions may be considered in evaluating the offers received. Any exception taken must be noted in the space provided within this solicitation. Failure to comply with this requirement may cause a proposer's Submittal to be considered "nonresponsive." See Section 8 of this RFQ.

5.16 Cook County Rights

The County reserves the right to reject any and all Submittals, to waive any informality in the process

and, unless otherwise specified by the Respondent, to accept any item in the Submittal. The County also reserves the right to accept or reject all or part of a Submittal, in any combination that is advantageous to the County.

5.17 Alteration/Modification of Original Documents

The Respondent certifies that no alterations or modifications have been made to the original content of this RFQ or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this Submittal). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered Submittal. Respondent understands that failure to comply with this requirement may result in the Submittal being disqualified and, if determined to be a deliberate attempt to misrepresent the Submittal, may be considered as sufficient basis to suspend or debar the Respondent from future County procurement opportunities.

5.18 Recycling

Packaging, which is readily recyclable, made with recyclable materials, and designed to minimize potential adverse effects on the environment when disposed of by incineration or in a landfill is desired to the extent possible. Product(s) offered which contain recycled materials may be acceptable provided they meet all pertinent specifications and performance criteria outlined in this RFQ. If the product(s) offered are manufactured utilizing recycled materials, identify the percentage composition and nature of the recycled content within.

Exhibit II

Detailed Scope of Services

1. Overview

1.1 The division of work for each package shown in Exhibit I is detailed below:

Package 1: The accessibility/ADA assessment, design, construction document/bid/permit packages, and construction administration services for all structures and all land and occupiable underground areas of the DOC campus (Jail), on all County-owned property south of 26th Street, west of California Avenue, east of Sacramento Avenue, and north of a line just south of the DOC Kitchen, the RTU/Division 8, and the Cermak Health Services facility.

Package 2: The accessibility/ADA assessment, design, construction document/bid/permit packages, and construction administration services for all structures and all land and occupiable underground areas of the DOC campus (Jail), for all County-owned property north of 31st Street, west of California Avenue, east of Sacramento Avenue, and south of a line just south of the DOC Kitchen, the RTU/Division 8, and the Cermak Health Services facility.

Package 3: The accessibility/ADA assessment, design, and construction document/bid/permit packages for all structures, and all land and occupiable underground areas of the DOC campus (Jail), for all County-owned property east of California Avenue, south of 26th Street, north of 31st Street, and generally west of the railroad right of way that forms the eastern boundary of that section of the DOC Campus.

The Cermak Health Services facility and the Leighton Criminal Courthouse, which are within this area, are not included in Package 1, but to ensure continuity the assessments and transfer packages for those facilities will be provided to the AE firm contracted to assess and design the Package 1 portion of the DOC campus. The assessment, design, construction/bid/permit documents, and construction phase services for the Criminal Courts Administration Building (CCAB), which is adjacent and connected to the Leighton Criminal Courthouse, is included in this Package. The AOR contracts for the scope identified in the Leighton and Cermak assessments and transfer packages will be awarded separately and are not included under this Solicitation.

There are approximately sixty structures on the DOC campus. Common specifications and key details are to be provided by the vendors for each Package for all buildings, ground plane, tunnel areas, etc. in their area, at the County's discretion. As few as one (1) and as many as five (5) groups of bid/construction documents may be required by the County to be bundled as separate deliverables, for each of the three Packages above.

The County's intent is that the work delivered for the three Packages, along with the Cermak and Leighton packages contracted separately, will together constitute a comprehensive and complete accessibility/ADA assessment and full construction document packages for bid and construction, for all County-owned real property in the larger DOC campus, generally within the area south of 26th Street, east of Sacramento Avenue, north of 31st Street, and west of the railroad right of way.

Only a single submittal is required to be considered by the County for any of the three Packages. No prime vendor will be awarded a contract for more than one Package. The County will make the determination as to which package is awarded to each vendor. Review Section 4 for further information about evaluation process.

2. Background Descriptions

BACKGROUND DESCRIPTION DEPARTMENT OF CORRECTIONS CAMPUS

The Cook County Department of Corrections Campus (DOC Campus) is owned by Cook County and consists of approximately ninety-six acres and eight city blocks. The campus provides temporary secure housing for detainees in the Cook County Court system, support services, recreation facilities, a courthouse, office space and parking facilities.

- The scope of the project will be generally bound by 26th Street to the north, 31st Street to the south, Sacramento Avenue to the west and the railway lines located between Rockwell Avenue and Western Avenue to the east.
 - The scope of work will include all interiors of all Buildings unless Building is specifically excluded.
 - The scope of work will include all exterior routes, areas and elements unless it is specifically excluded.
 - The scope of work does not include the private property nursing home or the City of Chicago Pipe Yard.
 - The scope of work will include all buildings, facilities, and exterior routes and elements. (See Exhibit I for site plan and divisions of areas for Packages)
- The project consists of the following: full assessment, survey, evaluation, code review, findings report (Program Analysis Report), Scope Confirmation package, and phasing plans addressing repairs, improvements and upgrades related to accessibility for each package.
 - In addition to identifying and addressing any needs for upgrades to provide any code or otherwise legally required modifications to existing facilities, the vendor is to identify, for the County's consideration, such additional measures as the vendor feels may be desirable to pursue what may generally be referred to as Universal Design. See Part 2 below for additional information.
 - While there may be upgrades for a particular building that would be required if that building were being built new today, the general requirements for the contract include identifying those accessibility measures that are required today for a building of its vintage. The vendor should be cognizant that there may be measures which, regardless of when a building was built, are nonetheless now required. The vendor is to identify such additional measures because a given circumstance may be "grandfathered," but that the vendor may recommend as desirable. See Part 2 below for additional information.
 - Services shall generally include five Parts as follows:
 - **Part 1: Program Analysis Report (PAR):** provides a professional and expert assessment of the specifics and the extent of modifications or upgrades to existing facilities needed to provide at least the required degree of accessibility in the subject areas. This assessment also indicates the order of magnitude scope, photos, findings, recommendations, and a high-level implementation plan, prioritization, and schedule. The PAR deliverable shall be a narrative based work product and must be approved by the County in writing before commencement of the subsequent steps. Upon evaluation, review, and approval of the PAR by DCPD with CCSO and DFM, the AE will then receive permission to begin design solutions to repair any deficiencies and provide any required upgrades/modernizations.
 - The following steps should be anticipated in order to provide this deliverable:
 - Site visits and building subject area assessment
 - Meeting with User Agency representatives
 - Meeting with City Agencies or other Authorities having

jurisdiction

- **Part 2: County Scope Review and Confirmation and development of Schematic Design Documents based on the direction and approval from the Program Analysis Report (PAR):** A/E should anticipate that there will be revisions prior to approval. During County review, specific directions regarding any additional measure(s) will be provided. The A/E may make recommendations that are considered to be in the direction of Universal Design. A/E shall include a Rough Order of Magnitude (ROM) construction cost estimate that includes the costs for any identified additional Universal Design or other recommended but not required measures, during this phase.
- **Part 3: Phasing Plan:** AE shall develop a phasing plan that consists of prioritizing the order of completion regarding construction documents and construction schedule, including identifying relocation needs for current occupants. A/E shall ensure coordination with the County and users in order to develop an understanding of any temporary measures that may be necessary to facilitate relocation (if applicable) to be reflected in the Phasing Plan. A comprehensive phasing plan shall include, but not be limited to a detailed summary, plans including temporary swing space, schedule, and Rough Order of Magnitude cost estimates.
- **Part 4: Contract Documents Development in 3) phases (per the PSA:** 1) Design Development Phase; 2) Construction Documents Phase; and 3) Bidding Phase; The vendor should obtain written direction for each milestone prior to proceeding to the next milestone. Each phase shall include a cost estimate.

AE shall be responsible for producing and submitting the permit documents at the conclusion of the construction documents phase up and provide support in securing the permit.

- **Part 5: Construction Administration and Project Close-Out per the PSA.**

2.1 Payment

- In addition to the requirements set forth in the contract documents in relation to Consultant/Vendor payment, payments and the percentages for payment requested will be expected to align closely with the completion of a selection of the key milestones., The schedule of values will be provided to the County and must be approved by DCPD prior to submittal of the first pay application.

2.2 Required Services for All Projects

The work performed by the firm selected for the project shall meet the following standards, requirements, and expectations.

2. Project Drawings. The generation of all necessary drawings shall be the responsibility of the project awardee. DCPD will provide prints of any historical drawings that are available for a specific site but cannot guarantee the accuracy of this information.

2. Technical Specifications. The final version of technical specifications must be provided to DCPD electronically, as ONE Microsoft Word document, NOT write-protected, along with a final electronic version of the drawings in Auto CAD format and pdf format. Drawings and technical specifications should be delivered at least two (2) days prior to the scheduled date of project advertisement. In addition, please note the following:

- Provide industry standard and project specific CSI six-digit three-part specifications that include technical data, ASTM standards, performance features, and product attributes.
- The County will furnish to the Most Qualified Firm one (1) set of electronic Guideline Specifications for Division One. The guideline specifications will be used to create Division One Technical Specifications.

4. Accessibility. The A/E shall provide a design compliant with the applicable accessibility laws including, but not limited to, the Chicago Building Code, the Illinois Accessibility Code, Uniform Federal Accessibility Standards and the 2010 ADA Standards. In evaluating accessibility requirements, the most stringent Code shall apply. Include path of travel and primary function as applicable.

6. Sustainability.

- The County prefers the use of an integrative design process for all capital projects. At a minimum, the design team should draw participants from the end-user group, the design and construction team, and the facilities maintenance team.
- The County intends to pursue rebates through the rebate programs offered by the energy service providers. If rebates are found to be available for the equipment being replaced the design team shall specify equipment in compliance with the available rebate programs. The County may require assistance from the design team in providing the information and documentation required to submit and receive such rebates.
- The latest edition of the Cook County Green Buildings Standards (currently dated June 2019) shall be followed.

7. Policy Roadmap. Available on the Cook County Website.

<https://www.cookcountyil.gov/service/policy-roadmap>

o. CAD. The project awardee shall produce AutoCAD drawings for each design project that include accurate base drawings for the entire building/project area. Upon completion of each project, a disk containing the as-constructed drawing set shall be sent to DCP. If available for this project, DCP will provide .dwg files for the floor plans. In addition, the DCP CAD File System Overview would be available to illustrate existing conditions, existing blocking, and existing stacking plans.

p. Permits. The project design firm is expected to provide a design that is in compliance with all applicable codes and ordinances, a permit submittal that is in compliance with all jurisdictional requirements and cooperate in resolving any permit-related issues. Note that the Code requires compliance with Cook County building codes regardless of whether a project is located within an incorporated municipality. 70 ILCS 810/8.4. In addition to Cook County Building & permits, permits may be required from various local zoning boards, Authorities Having Jurisdiction, and the Chicago Building code.

3. DETAILED SCOPE OF SERVICES

Assessment and Program Analysis Report (PAR)

- Repair or upgrade considerations to be evaluated include both correcting any existing non-compliant accessibility accommodations and functionality throughout each entire facility and adding additional ADA capacity that may assist operational needs. The assessment deliverable (PAR) will include those

components necessary to bring the building into full accessibility code compliance as well as items recommended for operational needs and County policy for enhanced accessibility. The PAR shall clearly delineate scope of work related to correctly non-compliant items, increased capacity and enhanced accessibility and allow the County to respond regarding approval for various items. Upon evaluation, review and approval of the A/E's Program Analysis Report (with CDPP, CCSA and DFM), the A/E will then receive permission to begin design solutions to repair any deficiencies and provide any required upgrades/modernizations.

- The County, in consultation with the Consultant, reserves the right to request that modifications above and beyond what may technically be required through the ADA, IAC, etc., be included as part of the Assessment, to align with the County's estimation of needs for additional accommodations. It is expected that the consultant(s) will provide their professional recommendations for such measures as part of the Assessment.
- Assessment recommendations shall be based upon observed conditions at individual locations, however at each location it is imperative the A/E verify with the User if there is a need to obtain added capacity over code required minimums and further identify what the potential increased capacity may be for each selected space.
- The selected A/E shall provide a code matrix during the building assessment and report phase to be used to evaluate what items, within or affecting access to the building, require compliance with the accessibility codes. The matrix is to include review of all applicable codes for each ADA design item to clearly show what is required and identify the most restrictive code being utilized in the design for each ADA item and include comments as applicable. Additionally, please separate code items into relevant categories or other reasonable format to aid in the review of the code matrix by all parties, including the Users. The code matrix shall be part of the Program Analysis Report (PAR) which shall also include, but not be limited to, photos, key plans, and other supporting information to identify barriers and recommendations.
- Items that may be technically infeasible shall be identified in the Program Analysis Report (PAR). AE shall advise if any additional information, testing, etc is needed to confirm if the solution for barrier removal is technically infeasible.
- The selected A/E's representative will work closely and meet frequently with project designated internal stakeholders in the ongoing development of the design. Internal stakeholders will include but are not limited to:
 - DCCP and their Consultants
 - Cook County Sheriff's Office (CCSO)
 - Department of Facility Management (DFM)
 - CCH (or healthcare staff as designated by facility)
 - Cook County Courts
 - Civil Services
 - DCCP's Construction Manager and/or Program Manager
 - BOT (Bureau of Technology)
 - Other Cook County or City of Chicago Agencies or Departments
- The work shall incorporate achieving ADA, IAC, CBC and other Compliance for a detention facility in the following spaces including but not limited to below spaces. All areas in which detainees, staff or visitors need access per applicable requirements should be included in the assessment, including but not limited to:
 - Parking, Parking lots, Parking garages
 - Holding Cells, Isolation Cells; Group Holding Rooms
 - Housing spaces
 - Library

- Toilet rooms for public, staff, detainee toilets, unisex toilets
 - Clinic Exam rooms, Treatment and other medical rooms (outside of Cermak)
 - Visitation Rooms
 - Shower Rooms
 - Dayrooms; Recreational Rooms
 - Outdoor recreational spaces
 - Education facilities
 - Staff / Security Stations
 - Staff offices
 - Meeting rooms, break rooms, etc
 - Stairways, Elevator Lobbies
 - Path of Travel (interior, exterior, sidewalks, ramps, etc.)
 - Doors and hardware
 - Signage
 - Service/Utility/etc buildings including but not limited to Powerhouse
 - All circulation spaces including tunnels
- The assessment shall include review of technological issues and communication issues including but not limited to providing an inclusive option for video calls and remote participation in legal proceedings. The A/E team shall include an AV consultant with experience in detention-related accessible technology issues.
 - Regardless of what specific items of review are noted in the RFQ request, the entire facility is to be reviewed for accessibility compliance including meeting operational needs that may exceed the base accessibility requirements.
 - The CCB / Leighton Courthouse and Cermak Health Facility are located on the campus however they are being evaluated for accessibility as separate projects. A/E shall coordinate as needed to ensure all portions of the structures and site are fully addressed.
 - The A/E shall note that multiple agencies and groups utilize varying structures within the campus. The assessment and recommendations for each facility will require additional coordination with appropriate Users.
 - The DOC Campus includes approximately 60 structures and will include strategic phasing. The A/E shall develop a Phasing Plan that outlines development of construction documents, relocation of existing services, construction needs for temporary measures and construction.
 - All grab bars, fixtures, furniture, and equipment (i.e. combo toilet/sinks, lavatories/sinks, mirrors, transaction counters, desks/tables/chairs, access/turning areas, water coolers, telephones, etc.), signage, etc. for required accessible spaces and related path of travel shall meet all applicable accessibility codes and all detention grade standards for use and installation in correctional facilities. The County or the Cook County Sheriff may provide direction regarding such measures as may be impacted by the needs and operations of the detention environment, which may differ from the Vendor's recommendations. The vendor will identify, cite, and notify the County should a particular different direction provided not be allowed by applicable code or law.
 - Verify whether existing loose furniture meets all applicable accessibility codes including compliant knee clearance as well as correctional functions.
 - Verify whether existing room signage with braille meets all applicable accessibility codes.

- Fixed or immovable furniture in the design documents shall be made accessible and a review shall be included in the scope of services.
- In detention areas, all fixtures, furniture, and equipment for required accessible spaces and related path of travel shall meet all applicable accessibility codes including those specific to correctional facilities. This shall include, but not be limited to, grab bars, combo toilet/sinks, lavatories/sinks, mirrors, transaction counters, tables, chairs, benches, water coolers, telephones and signage.

Design and Construction Documents and Construction Administration Services

- The buildings are fully occupied and therefore:
 - The design documents shall include technical specifications for the controlling of noise, dust, and vibration as well as coordinating shutdowns and equipment removal.
 - The design shall include development of multi-phased construction that will be incorporated into the bid documents for the contractor to bid or price.
 - Phasing shall include multiple phases by zones, areas or floors and require a high degree of coordination with the Owner and User groups during design.
 - The PAR once evaluated should provide guidance on what construction phasing could be anticipated during the design phase (e.g. two rooms per day, one section, one half of a floor, etc.) for the Contractor to do the Work.
 - The Contractor shall be directed to update the phasing plans when construction starts and submit for approval.
 - Phasing shall allow adjacent locations to be fully functional while minimizing disruptions to daily operational activities.
 - The phasing plans shall show the limits of construction, areas allowed for construction operations and proposed staging purposes, proposed locations of temporary protection, barricades, and temporary walls for the site and for each floor of the existing building where work is being performed.
- The design documents shall include, but not be limited to, the following for pricing:
 - Interior finish plans and elevations to indicate the repairs of all adjacent finishes that may be damaged during remediation to the extent of patching and / or new finishes.
 - During review of PAR, determine with DCPD and DFM that entire room shall be repainted, tilework matched, or new tilework provided, toilet partitions replaced, etc.
 - Indicate within the documents that it will be the Contractor's responsibility to protect and temporarily relocate any movable fixtures, furniture or equipment needed to allow adequate access to the work and replace the same when the work is completed, and space is clean. The contractor must take care with the handling of obstructions and will be responsible for any damage.
 - Require that all repairs and corrective upgrades be of commercial grade as applicable for use and installation in detention facilities.
 - Contract documents shall indicate that the Contractor is to work with the AE and its Consultants and shall coordinate the work with the User throughout the duration of the project.
 - The technical specifications shall require the Contractor provide a two (2) year warranty on all work provided.
 - Contract documents shall indicate that the Contractor is to attend weekly meetings to discuss, plan and coordinate with the DFM, CCSO and DCPD representatives the best method of installation of the systems, in each department and area. The Contractor is to produce meeting minutes.
 - Contract documents shall indicate that the Contractor is to produce highlighted floor plans and a look ahead schedule of upcoming affected areas (at a minimum of 1 month prior to anticipated construction start), showing anticipated start and finish dates. Highlighted floor plans should show approximate location of the following:

- Location of construction partitions including entrance / exit doors
- Means of egress for material transport to and from affected area
- Location of “walk off tacky” mats
- Location of Anteroom (if required)
- Alternate means of egress / exit if exits are obstructed.

One or more of the upgrade packages designed by the vendor may be determined by the County to be delivered through the County’s Job Order Contract (JOC) program. In such instances the A/E team may be asked to provide a set of preliminary design documents to facilitate the JOC Contractor’s pricing of the scope of work. For such projects, at the end of the Design Development Phase, the A/E will be asked to participate in a Joint Scope Walk with the JOC Contractor.

4. OTHER

- The Consultant, in addition to providing the required technical expertise, shall also provide all required management and coordination of the disciplines to reliably execute the work within an assigned schedule and budget. Demonstrated capacity to effectively manage projects is essential, as well as the ability to expedite projects through the approval agencies.
- This inquiry should not be construed in any manner to be an obligation to enter into an agreement or to result in any claim for reimbursement of costs for any effort expended by your organization relative to this RFQ.
- DCPD does not seek any proprietary or company confidential information as part of your proposal. All information and data contained in your proposal should be submitted on an unrestricted basis.
- DCPD intends to use the information provided in the responses to identify firms best suited to meet its service requirements for this project.
- Provide documents that meet the level required per phase and that is within the stated project schedule and budget, the cost of the services and acceptance of the DCPD Contract.
- The A/E and their project team are to have and be able to show that they have accessibility evaluation, report writing, and design experience, especially in a correctional and detention building occupancy. Provide several samples of such work with proposals.
- The Consultant shall provide professional design services in a coordinated and integrated fashion for each designated project, with the involvement of core disciplines and any other specialty consultants necessary to execute a given scope.
- The selection of the services will in general be based on: the project team and their experience working together on similar project types; the ability of the team to perform the scope of services listed including; coordinating with the other DCPD consultants and team members; the team’s ability to achieve approvals from all Agencies Having Jurisdiction including but not limited to the City of Chicago and MOPD; the team’s ability to coordinate the delivery of approved drawings that meet the client’s program requirements; meet delivery dates; Provide documents that meet level required per phase and that is within the stated project schedule and budget, the cost of the services and acceptance of the DCPD Contract.
- The selected A/E Consultant will meet with the team members from DCPD and End Users/Stakeholders to gain an understanding of the context, opportunities for collaboration, and potential partnerships.
- Follow and incorporate into any designs, User and code mandated infection control and interim life safety requirements.

- All repairs and corrective upgrades to be detention grade as applicable for use and installation in correctional facilities.
- Work shall include repair/restoration of all disturbed or altered finishes and ancillary infrastructure (i.e. plumbing, floors, walls) and related life safety.
- General scope of work for the A/E shall be to bring the building to a state of good repair, which is to include meeting industry standard minimums and all applicable code requirements for operation, performance, and reliability, as well as Facility and County requirements for the respective equipment, systems, or materials. This includes addressing related Life Safety, Security, Accessibility, Civil, Structural, Sustainability and General Building items as applies.
- The MOPD (Chicago) and IDOC (Illinois) accessibility departments as applicable are to be included in permit reviews. The AE shall initiate and participate in pre-permit reviews with each department and shall respond to items which may have been identified as technically infeasible.
- All individuals from the A/E team who shall be on site in a detention facility shall participate in PREA training and provide certification throughout project.
- A/E shall provide pre-permit reviews with appropriate parties to confirm appropriate scoping and corrective actions.
- The A/E is to verify room number designations with the User and Owner prior to labeling any design drawings, as the as-built room identification nomenclature may or may not match current room signage. Coordinate final room numbering/names as necessary.
- As-built Survey and A/E Signoff on ADA compliance.
 - For exterior and/or interior flatwork, ramps or other applicable elements, the County may direct the A/E to hire an independent 3rd party surveyor, on a reimbursable basis, to document the as-built conditions.
 - 3D Laser Documentation. As directed by the County, the A/E may be required to arrange for and manage the generation of a laser-generated or LiDAR scan of an existing space, ramp, or other element of the existing conditions, to verify whether those existing conditions do or do not comply with applicable accessibility requirements.
 - As part of the Closeout Package, the A/E shall provide a compliance letter which states that the documented existing conditions and the renovation work as designed meet all applicable ADA requirements and is constructed per the design documents.

Schedule: The preliminary projected project schedule breaks down as follows:

- | | |
|--|---|
| ○ Assessment (PAR) | 18 months |
| ○ Scope Confirmation / 30% Design | 9 months |
| ○ Phasing Plan | 9 months |
| ○ Construction Documents (DD's and CD's) | 9 months |
| ○ Construction Administration | 15 months or more as identified in Phasing Plan |

Exhibit III – Site Visit for the Most Qualified Firm (MQF) Process for Access to Department of Corrections Campus or Outlying Facilities

Application

This Exhibit III will apply during the “Scope Validation, Site Visits, & Fee Negotiations” line item shown Section 1 - General Information, Article 1.2 Schedule.

Virtual Pre-Submittal Meeting MQF Representatives

The County will hold a mandatory virtual Pre-Submittal Meeting at the time listed on the cover page via Microsoft Teams or similar. The virtual Pre-Submittal meeting invite and link will be scheduled MQF representatives in advance to adhere to COVID-19 restrictions.

Site Visit Protocols for the MQF

1. For an in-person walk-through of the project site, facility staff (DFM) or end user (Sheriff) will identify any specific security & safety requirements, particularly those that relate to COVID-19 safety precautions. The County will provide information as applicable, prior to commencing the tour, regarding how to approach social distancing requirements in “tight” areas e.g. elevators. The County will also identify what Personal Protective Equipment (PPE) is required to access the space, noting what will and will not be provided by the County Facility staff.
2. For a virtual walk-through of the project site, as applicable, OCPO, in consultation with DCPD, will provide the specific technical and procedural requirements under separate cover.
3. Exhibit XV, *Cook County Department of Corrections, Workplace Guidelines During COVID-19 Pandemic*, is the Operating Policy that the Sheriff is operating under in the Courts, Sheriff’s administration buildings and detention facilities. Each Attendee needs to be in alignment with this main COVID-19 safety plan.

Special Access for the Site visit

Only those MQF representatives approved by the Cook County Sheriff’s Office (CCSO) after a background check and approved for a 1-Day pass issued by the CCSO will be allowed to attend the Site Visit. In order to obtain a 1-Day pass, it is mandatory that every person attending the Site Visit provide a copy of the attendees’ current and valid state-issued Driver’s License or Identification Card and a copy of their company business card enlarged to 150% to, Project Director, Bradley.DeRoo@cookcountyil.gov and cc: Adriaan.Jelks-Brown@cookcountyil.gov prior to the date and time indicated herein. Background checks will be processed and approved by the Cook County Sheriff’s Office.

- Approved representatives for the one-day pass are allowed to bring a tape measure and or measuring wheel. No electronic devices are permitted, such as mobile communication devices (cell phones, tablets, smart phone, smart watch) or recording devices (e.g. camera, digital/tape recorder). Pictures of the site during the site visit walk through will be provided to the vendor as necessary and only if approved for release by the Sheriff.
- CCSO notifies the Contract Negotiator of any person(s) who have been denied 1 Day Pass.

If special accommodations are required to attend the Site Visits, contact the contact person listed on the cover page of this RFQ via email or by phone no later than three (3) days before the event.

Availability of Reports & Drawings

Subject to the Confidentiality Agreement, the following documents will be provided to the Most Qualified Firm:

- 1) Building Assessment Reports (BAR) for the affected buildings (2013)

The successful vendor will get the following:

- 2) Available As-built drawings

Confidentiality Agreement

Prior to reviewing or receiving any documents related to this RFQ, the requesting party shall sign a County Confidentiality Agreement; all persons having access to the Confidential Information are to have signed the request; All discussions and communications between Parties concerning the Solicitation shall be deemed confidential and take place only at a work session convened specifically for such purpose.

Exhibit IV
Level of Effort Form

Adjusted A/E Budget -
 Avg. Billable Rate for Cook County \$ 162.50 per hour
 Projected Engineering Hours 0 manhours

Date: _____

Project Name: _____
 EBS # _____
 Total Project Budget _____
 FY 20 Budget _____
 Design Duration _____
 Construction Duration _____
 Proj. Director / Proj. Manager _____

Project Phases

TYPICAL PROJECT Discipline Type	Basis of Calculation Adjust %	Assessment / Program Analysis Report 30%		Schematic Design 10%		Design Development 10%		60% Construction Design 15%		100% Construction Documents / Bid 15%		Construction Close out 20%		Check 100%	
		Man-hours		Man-hours		Man-hours		Man-hours		Man-hours		Man-hours		Man-hours	
		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
Principal	0.50%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Project Manager	4.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Architectural	20.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Civil	3.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Structural	27.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Mechanical	20.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Electrical	15.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Plumbing / Fire Protection	5.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Estimating	1.50%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Quality	2.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
Administration	2.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0
	100.00%	\$ -	-	\$ -	0	\$ -	-	\$ 0.00	0	\$ -	-	\$ -	0	\$ -	0

(See Instruction Tab Item 20, the sub totals and totals listed on Row 37 are the Projected Labor Hours and Budgets "By Phase"
 (Final Labor Hours and Budget)

EXHIBIT V
Instructions for Submitting an Electronic
Bid/Submittal/Qualification

For electronic submissions, firms shall use the following link to submit Bids/Proposals/Qualifications electronically:

<https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities>

Follow the steps listed in the below article to access the opportunity and submit your bid/proposal.

<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->

There is also a video on Vendor Registration & Submission at this link:

<https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission->

If you have questions or technical issues accessing or submitting your bid/proposal, please reach out to Bonfire at:

support@gobonfire.com

1 (800) 354 8010 Extension #2

Exhibit VI
Insurance Requirements

Exhibit VI

Insurance Requirements

Insurance Requirements

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The

insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

Exhibit VII
Identification of Subconsultants Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date:
Total Bid or Proposal Amount: \$	Contract Title:
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor):	Email Address (Subcontractor):
Company Address (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor):	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor)	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor

Name

Title

Prime Contractor Signature

Date

Exhibit VIII
MBE/WBE Utilization Plan Forms

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- ____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☐ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____ Certifying Agency: _____
 Contact Person: _____ Certification Expiration Date: _____
 Address: _____ Ethnicity: _____
 City/State: _____ Zip: _____ Bid/Proposal/Contract #: _____
 Phone: _____ Fax: _____ FEIN #: _____
 Email: _____
 Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: _____

Contract No./Title: _____

A. BIDDER/PROPOSER HEREBY REQUESTS:

_____ FULL MBE WAIVER	_____ PARTIAL MBE WAIVER
_____ FULL WBE WAIVER	_____ PARTIAL WBE WAIVER
_____ FULL DBE WAIVER	_____ PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- _____ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- _____ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- _____ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- _____ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan; and
 - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

Signature and Title of Bidder/Proposer

Title

Date

Exhibit X
Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: _____

- b) If yes, list business addresses within Cook County:

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.



Declaration of Child Support Obligations

This form must be completed by all Applicants seeking issuance or renewal of a County Privilege.

Applicable law provides that every applicant for a County Privilege shall be in full compliance with any child support order before such applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege and may revoke any County Privilege.

- **Applicant:** any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.
- **County Privilege:** any business license, including but not limited to liquor dealer's licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of \$10,000.
- **Substantial Owner:** any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial owner means that individual or sole proprietor.

All Applicants are required to complete this declaration and comply with the Child Support Enforcement Ordinance. An Applicant's signature on this form constitutes a certification that the information provided below is correct and complete, and that the individual signing this form has personal knowledge of such information.

Section A: Applicant Information:

If Applicant is a business entity with no Substantial Owners, check Box D in Section B.

If Applicant is a business entity with Substantial Owners as defined above, each Substantial Owner must complete and submit this declaration.

Business Name:

Last Name:

First Name:

Date of Birth:

Social Security Number (last four digits):

Section B: Child Support Obligation Information:

The undersigned Applicant, being duly sworn on oath or affirmation hereby states that, "To the best of my knowledge": (click check box left of questions "A", "B", "C", or "D" as is appropriate)

- A.** I do not have judicially or administratively ordered child support obligations.
- B.** I have an outstanding judicially or administratively ordered obligation, but is paying it in accordance with the terms of the order.
- C.** I am delinquent in paying judicially or administratively ordered child support obligations.
- D.** I am an authorized representative of the applicant. The applicant does not have any Substantial Owners as described above.

The undersigned Applicant understands that failure to disclose any judicially or administratively ordered child support debt will be grounds for denying, suspending, or revoking County Privilege(s); and, declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Applicant Signature:

Date:

For Internal Office Use Only:

Department Name:

Contact Name:

Date Received:

Contact Email:

Contract/Permit/Application Number:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name _____

D/B/A: _____ FEIN # Only: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____ Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“Familial relationship” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Halfbrother
Nephew	Sister-in-law	Halfsister

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: _____

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

The aggregate dollar value of the business you are doing or seeking to do with the County: \$_____

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☐ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACT #:

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: _____

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): _____

Substantial Owner Complete Name: _____

FEIN# _____

Date of Birth: _____

E-mail address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Home Phone: () _____ - _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

SECTION 5**CONTRACT AND EDS EXECUTION PAGE**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation_____
Corporation's Name_____
President's Printed Name and Signature_____
Telephone_____
Email_____
Secretary Signature_____
Date**Execution by LLC**_____
LLC Name_____
*Member/Manager Printed Name and Signature_____
Date_____
Telephone and Email**Execution by Partnership/Joint Venture**_____
Partnership/Joint Venture Name_____
*Partner/Joint Venturer Printed Name and Signature_____
Date_____
Telephone and Email**Execution by Sole Proprietorship**_____
Printed Name Signature_____
Assumed Name (if applicable)_____
Date_____
Telephone and Email**Subscribed and sworn to before me this**_____
_____ day of _____, 20____.

My commission expires:

Notary Public Signature_____
Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS
HEREBY EXECUTED BY:

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Assistant State's Attorney
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

Contract #

Original Contract Term

Renewal Options (If Applicable)

Contract Amount

Cook County Board Approval Date (If Applicable)

Exhibit XI
Cook County Sample A/E Contract (PSA)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY USING AGENCY

AND

CONTRACT NO. _____

<<(FEDERALLY / NON-FEDERALLY) FUNDED CONTRACT>>

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS	1
a) Definitions	1
b) Interpretation	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT	3
a) Scope of Services	3
b) Deliverables	3
c) Standard of Performance	4
d) Personnel	4
e) Minority and Women Owned Business Enterprises Commitment	5
f) Insurance	6
g) Indemnification	8
h) Confidentiality and Ownership of Documents	9
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits	10
k) Subcontracting or Assignment of Contract or Contract Funds	11
ARTICLE 4) TERM OF PERFORMANCE	12
a) Term of Performance	12
b) Timeliness of Performance	13
c) Agreement Extension Option	13
ARTICLE 5) COMPENSATION	13
a) Basis of Payment	13
b) Method of Payment	13
c) Funding	14
d) Non-Appropriation	14
e) Taxes	15
f) Price Reduction	15
g) Consultant Credits	15
ARTICLE 6) DISPUTES	15
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE	16
WITH ALL LAWS	16
ARTICLE 8) SPECIAL CONDITIONS	16
a) Warranties and Representations	16
b) Ethics	17
c) Joint and Several Liability	17
d) Business Documents	18
e) Conflicts of Interest	18
f) Non-Liability of Public Officials	19
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION	

	19	
AND RIGHT TO OFFSET		19
a) Events of Default Defined		19
b) Remedies	20	
c) Early Termination.....		22
d) Suspension	23	
e) Right to Offset	23	
f) Delays	23	
g) Prepaid Fees	24	
ARTICLE 10) GENERAL CONDITIONS		24
a) Entire Agreement		24
b) Counterparts	25	
c) Contract Amendments		25
d) Governing Law and Jurisdiction		26
e) Severability	26	
f) Assigns	26	
g) Cooperation	26	
h) Waiver	26	
i) Independent Consultant		27
j) Governmental Joint Purchasing Agreement		27
ARTICLE 11) NOTICES.....		38
ARTICLE 12) AUTHORITY		39

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and _____, doing business as a(an) _____ of the State of _____ hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on _____, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for _____. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 69 W Washington St., Floor 30, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on _____ ("Effective Date") and continue until _____ or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for _____ additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance

authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the

amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of

Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work

exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the

Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:

Chicago, Illinois 60602

Attention: Department Director

and

Cook County Chief Procurement Officer

69 W Washington St., Floor 30

Chicago, Illinois 60602

(Include County Contract Number on all notices)

If to Consultant:

Attention: _____

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

EXHIBIT 2

Schedule of Compensation

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [thirty-five percent (35%)].** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
69 W Washington St., Floor 30
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 4

Evidence of Insurance

EXHIBIT 5

Board Authorization

EXHIBIT 6

Economic Disclosure Statement

EXHIBIT XII
Confidentiality Agreement

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS AGREEMENT

The Cook County Office of the Chief Procurement Office (“OCPO”) had issued Solicitation #2415-02093 for the Architectural and Engineering Services for the Public Safety Portfolio For ADA Improvements (“the Project”) to the Department of Corrections Campus

This Confidentiality and Ownership of Documents Agreement (this “Agreement”) by and between the Cook County Bureau of Asset Management, Department of Capital Planning (“DCPP”) and the Cook County Sheriff’s Office (“CCSO”), on behalf of Cook County (the “County”), and the Plan Holder (as defined below), (collectively the “Parties”), relating to the Solicitation shall be deemed effective on the date of execution by the Plan Holder.

RECITALS

WHEREAS, OCPO has issued a Solicitation for the Architectural and Engineering Services for the Public Safety Portfolio For ADA Improvements to the Department of Corrections Campus; and

WHEREAS, DCPP manages capital construction project for all County buildings including the Project at Department of Corrections; and

WHEREAS, CCSO provides security for detainees, employees, and all visitors to Department of Corrections ; and

WHEREAS, the integrity of security systems at Department of Corrections is critical to ensuring the safety of detainees, correctional officers, employees, visitors and the public; and

WHEREAS, the Project is an integral part of the security systems at Department of Corrections; and

WHEREAS, the County will need to disclose Confidential Information (as defined below) to the Plan Holder (as defined below); and

WHEREAS, the County wishes to share the Confidential Information without the risk of disclosure; and

WHEREAS, this Agreement sets forth the agreement and understating between the County and Plan Holder with respect to the disclosure of Confidential Information.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters recited above and the mutual promises made herein, the County and the Plan Holder agree as follows:

1. Plan Holder. The Plan Holder is a natural person and all legal entities, including but not limited to a firm, corporation or business, which obtains the Confidential Information furnished by the County. Any person who obtains the Confidential Information on behalf of a legal entity agrees that he/she is an authorized representative of that legal entity

2. Confidential Information Furnished by County. The Parties agree that all documents, including but not limited to, specifications, drawings, data, studies, plans, reports, material, badges, work product, and product furnished by the County to the Plan Holder, concerning this Solicitation and/or Department of Corrections operations, shall be deemed Confidential Information.

3. Confidential Information Created by Plan Holder. The Parties agree that all documents, including but not limited to, specifications, drawings, data, studies, reports, work product, product created the Plan Holder, concerning this Solicitation and/or Department of Corrections operations, including, but not limited to documents and blueprints, shall be deemed Confidential Information.

4. Ownership of Documents. The Parties agree that all Confidential Information is the property of the County, whether it has been furnished by the County to the Plan Holder or whether it was created by the Plan Holder for the Solicitation. Confidential Information is to be used solely in connection with this Solicitation and not to be used on other work.

5. Disposal of Confidential Information. All Confidential Information is to be disposed of upon the Bid Opening Date.

6. Disclosure of Confidential Information. The Plan Holder acknowledges and agrees that information regarding this Solicitation is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by the Plan Holder in any way, whether during the term of this Solicitation or at any time thereafter without the prior written approval of the County. The Plan Holder shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of the County's Confidential Information, as defined in Section 3, to any third party, except as necessary to submit a Design Proposal. Plan Holder shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information.

7. Breach of Agreement. It shall be a breach of this Agreement for the Consultant to fail to comply with the terms of this Agreement, including to reproduce or use, any documents, data, studies, report, work product or product obtained from the County for any purpose other than the Projects.

8. Legally Required Disclosures. In the event that the Plan Holder or any of its Representatives are requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) by any court or governmental agency or authority or other supervisory body, or by application of law, including the Illinois Freedom of Information Act (5 ILCS 140), regulation or legal or regulatory process to disclose any of the Furnishing Party's Confidential Information, such Plan Holder shall provide DCPD with prompt written notice of any such request or requirement and Plan Holder and its Representatives will cooperate with the County in obtaining a protective order or other appropriate remedy reasonably limiting disclosure to appropriate parties relating to the applicable proceeding.

9. Media Inquiries. Plan Holder shall not respond to any media inquiries, including but not limited to questions or requests from radio, television, newspaper, and internet media outlets regarding the Project, the County and any developments of the County without first obtaining the written consent of the County.

10. Confidential Discussions. All communications between the Parties concerning the Solicitation shall be deemed confidential and take place only at a work session convened specifically for such purpose.

11. Term. The term of this Agreement shall commence on the Effective Date upon the Plan Holder's execution of the Agreement and end only if the County notifies the Plan Holder in writing of its decision to terminate the Agreement.

12. Remedies. The Plan Holder agrees that the obligations hereunder are necessary and reasonable to protect the County, DOC detainees, correctional employees, visitors, the public and their business. The Plan Holder also expressly agrees that monetary damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, each party shall be entitled to seek equitable relief, including, but not limited to, specific performance and injunctive relief as remedies for any violation. Such remedies shall not be deemed to be exclusive remedies for a violation of the terms of this Agreement, but shall be in addition to all other remedies available to the parties at law or equity.

13. Governing Law. This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in the courts having status within the City of Chicago, the County of Cook, the State of Illinois, and the Consultant consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. The Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County in accordance with these provisions.

14. Waiver. No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

15. Severability. If for any reason any provision of this Agreement shall be declared void or invalid, such declaration shall not affect the validity of the remainder of this Agreement which shall remain in full force and effect as if executed with the void or invalid provision eliminated.

16. Entire Agreement. It is expressly agreed that the provisions set forth in these Contract Documents constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Contract Documents are of no force and effect.

17. Counterparts. This Agreement may be executed in multiple counterparts with separate signature pages, each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument. To facilitate the execution of this Agreement, the parties may execute and exchange by facsimile or by pdf counterparts of the signature pages, and such execution shall be deemed an original by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Plan Holder signs, dates and executes this Agreement as of

Date received RFQ Solicitation: _____

Name of the Company: _____

Address: _____

Telephone: _____

Person receiving the solicitation: _____

Person's signature: _____

Person's Title: _____

Person's Telephone: _____

Person's Email: _____

EXHIBIT XVI

Requirements for Work at Cook County Department of Corrections

200

Cook County Department of Corrections

Non-Employee Identification Procedure

200.1 PURPOSE AND SCOPE

This procedure provides guidelines for the issuance of identification to non-employees. It is necessary that individuals who enter the facility and the agency represented, understand the rules and security requirements of the Cook County Department of Corrections (CCDOC).

200.1.1 DEFINITIONS

For the purposes of this policy, the following definitions shall apply:

Non-Employee Identification – An issued photo identification for any person who is not employed by the Cook County Sheriff's Office (CCSO) (e.g., contractors, volunteers, vendors, church groups, diplomats, other non-employees), and color-coded to signify authorization to access CCDOC non-public areas, valid for the specified time period only.

Agency- A business, organization or government agency providing a particular service to include, but not limited to, not-for-profit organizations, church groups, volunteers, vendors and other contractors.

Sponsor – An appointed CCSO member responsible for initiating the non-employee identification application process. The sponsor also acts as a liaison between the agency and the CCDOC (e.g., Facilities Coordinator for Department of Facilities Management, Executive Office for Cermak Health Services).

200.2 POLICY

The CCDOC will uphold the safety and security of the facility by conducting a comprehensive criminal background check for each individual entering the CCDOC facility. The CCDOC Executive Director and/or the Chief of Staff/Chief of Operations will have the authority to grant immediate and/or special access, and give final determination on appeals. The CCDOC reserves the right to revoke non-employee identification at any time.

200.3 RESPONSIBILITIES

200.3.1 SPONSORS

- (a) The department head shall assign a sponsor who shall be responsible for meeting with applicants and the agency, when practicable.
- (b) The sponsor shall provide the agency with the Agency Agreement Form and once completed, submit the form to the Credentials Unit to retain in the agency's file.
- (c) For new non-employee identification or renewal, the sponsor shall forward the following information to the Executive Office:
 1. Applicants name;
 2. Agency;
 3. Access level (locations);

Cook County Department of Corrections

Non-Employee Identification Procedure

4. Expiration date (e.g., default one year, two years maximum); and
 5. Application
- (d) Once approved the information shall be forwarded to the Credentials Unit via email to CCSO.Credentials@cookcountyil.gov prior to the applicants scheduled arrival.
 - (e) If an applicant is denied, the sponsor may appeal the denial decision, in writing, within five days. The sponsor shall forward all appeals to the Chief of Operations or the authorized designee for an evaluation and determination if access will be granted or the decision to deny is upheld.
 - (f) When notified of a change in status of an applicant/non-employee, the sponsor shall provide immediate notification to the Credentials Unit and the Executive Director's Office, and when practicable, collect the identification from the non-employee.
 - (g) The sponsor shall, when practicable, notify the appropriate agency of any reports of prohibited activity by the non-employee.
 1. If a non-employee's identification has been revoked based on the criteria included in the Application Denial/Revocation Criteria Form, the sponsor shall notify the non-employee and the agency he/she represents and the Credentials Unit.
 - (h) The sponsor shall submit any equipment request received from the applicant to the CCDOC Executive Director's Office and notify the applicant if approved or denied.

200.3.2 APPLICANT

- (a) The applicant can obtain a non-employee identification by presenting an application to the Credentials Unit, upon approval from the sponsor.
- (b) The applicant must be at least 18 years of age to submit an application to the Credentials Unit.
- (c) The applicant may not submit an application to represent more than one agency unless authorized by the Chief of Operations.
- (d) The applicant shall ensure the application, including all required documents, contains accurate information, and is completed and signed.
- (e) If after receipt of the non-employee identification, the non-employee does not report for three consecutive months with no contact with the sponsor, the identification will be revoked by the sponsor, unless a valid reason is provided.
- (f) An applicant shall submit all equipment requests (e.g. tools, electronic devices) to the sponsor with a copy of the non-employee identification.
- (g) The applicant shall only use a non-employee identification to represent the agency indicated on the application.
- (h) Upon expiration of the applicant's non-employee identification, applicant shall return the non-employee identification to the Credentials Unit within 10 days of expiration.

Cook County Department of Corrections

Non-Employee Identification Procedure

200.3.3 CREDENTIALS UNIT

The Credentials Unit shall process the application, conduct a comprehensive criminal background check, fingerprint and create a photo identification for the applicant.

If an applicant's eligibility is unclear and/or denied as a result of the criminal background inquiry, the Credentials Unit shall notify the applicant that his/her request cannot be processed at this time. The Credential Unit shall also notify the sponsor, the Chief of Operations, and the Correctional Information and Investigations Division (CIID) and give reason for denial.

The Credentials Unit shall also notify the Chief of Operations or the authorized designee and the Correctional Information and Investigations Division (CIID) when a non-employee's identification has been revoked based on the criteria included in the Application Denial/Revocation Criteria Form.

200.4 IMMEDIATE AND/OR DAILY ACCESS

Certain situations may require prompt and/or daily access to the CCDOC, including but not limited to:

- (a) Emergency repairs;
- (b) Replacement, back-up, or substitute individuals (e.g., regular speaker, teacher, repairman);
- (c) Media events;
- (d) Preplanned tours;
- (e) Preplanned meetings; or
- (f) Program events.

In these situations, the Credentials Unit shall follow the process for new/renewal applicants. The Credentials Unit will obtain a copy of current driver's license or state identification, excluding the fingerprint requirement.

Each individual granted such access shall be escorted at all times inside CCDOC non-public areas by the sponsor or the authorized designee.

200.5 LOST/STOLEN/DAMAGED CREDENTIALS

In the event of a lost or stolen non-employee identification, regardless of validity, the non-employee shall:

- (a) File a report with a law enforcement agency in the jurisdiction in which the identification was lost and obtain a copy of the report. Reports should contain a report number and a narrative to be accepted; and
- (b) Complete a memorandum and submit a copy of the report to the sponsor.
- (c) Once approved, a payment is required by certified check or money order for the replacement cost of the identification. Current replacement cost is \$20.00.

The sponsor shall submit both the memorandum and the report to the Credentials Unit and the Chief of Operations or the authorized designee for approval of a replacement identification.

Cook County Department of Corrections

Non-Employee Identification Procedure

Any non-employee has the duty to return any found identification to the Credentials Unit without delay. A non-employee who locates a lost/stolen identification within 24 hours of being issued a replacement identification must make prompt notification to the Credentials Unit and return any issued identification to recover the replacement cost. Any non-employee identification that is found at a later date shall be returned to the Credentials Unit; the replacement cost will not be reimbursed to the affected non-employee.

In the event an identification is damaged, the non-employee shall make notification to the sponsor through a memorandum. Upon approval from the sponsor, the non-employee shall surrender the damaged identification to the Credentials Unit for a replacement at a fee.

CONTRABAND

It is a criminal offense to bring contraband into a penal institution. Visitors who bring, attempt to bring or leave an item of contraband in the Cook County Department of Corrections (CCDOC) shall be charged criminally with "Bringing Contraband into a Penal Institution," 720 ILCS 5/31 A.1. The CCDOC has determined contraband to be, but not limited to, the following items:

1. Weapons, explosive devices, ammunition or any item that could cause great bodily harm (*e.g., TASERs, stun guns, firearms, grenades, bombshells*)
2. Knives of any kind
3. Imitation weapons, explosive devices, or any item construed or shaped as a weapon
4. Toxic, hazardous materials or chemicals of any type (*e.g., flammable or combustible liquids, oil*)
5. All tools except those authorized for use by the CCDOC
6. Insecticide, pesticide or herbicide
7. Non-plastic eating utensils
8. Wire, wire rope, rope, string or twine
9. Razors or razor blades
10. Dental floss
11. Aerosol cans
12. Steel, aluminum, aluminum foil, tin, or other metal object
13. Wax, clay or any substance that could be used as a "mold"
14. Glass or glass objects (*other than prescription lenses*)
15. Glue, adhesive or masking tape
16. Intoxicants or alcoholic beverages, ingredients, formulas, or instructions that are used to make intoxicants or alcohol (*e.g., distilled spirits, beer, wine.*)
17. Illegal drugs or drug paraphernalia
18. Hypodermic needles or syringes (*unless accompanied by a prescription*)
19. Plastic or metal instrument modified for use other than its intended purpose
20. Maps or travel tickets (*e.g., airline, train, bus*)
21. Flowers (dried or fresh), weeds or foliage
22. Nail files or nail clippers
23. Scissors unless authorized by the CCDOC
24. Paper clips unless authorized by the CCDOC
25. Chewing gum
26. Electronic cigarettes, cigarettes, cigars or any tobacco product (*e.g., rolling paper, loose tobacco*)
27. Incendiary devices (*e.g., lighters, matches*)
28. Radios or video recording devices
29. Recording or pre-recorded audio or video magnetic tapes (*e.g., CDs, DVDs*)
30. Televisions unless authorized by the CCDOC
31. Pagers unless authorized by the CCDOC
32. Paint
33. Gambling devices (*e.g., dice, poker chips*)
34. Mirrors
35. Electronic devices, including cellular phones and technical manuals unless authorized by the Executive Director
36. Computers and equipment unless authorized for use by the Executive Director (*e.g., CDs, DVDs, storage drives, flash drives, memory cards, monitors, keyboards, mice, cables, software, manuals*)
37. Cameras and equipment unless authorized by the Executive Director (*e.g., memory cards, cables, software*)
38. Food preparation equipment unless authorized by the Executive Director (*e.g., coffee makers, hot plates*)
39. Books, magazines, newspapers or pornographic/nude materials, unless authorized by the CCDOC
40. Wearable electronic devices including smart watches



COOK COUNTY SHERIFF'S OFFICE APPLICATION

APPLICANT INFORMATION			
TYPE OF REQUEST: <input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL <input type="checkbox"/> CLINICAL ROTATION <input type="checkbox"/> TEMPORARY – UNDER 30 DAYS <input type="checkbox"/> OTHER:			
APPLICANT'S NAME:		DATE OF BIRTH:	SOCIAL SECURITY NUMBER:
ADDRESS (INCLUDE STREET, CITY, STATE, ZIP CODE):			
HOME PHONE:	WORK PHONE:	CELLULAR PHONE:	
HEIGHT:	WEIGHT:	HAIR COLOR:	EYE COLOR:
DRIVER'S LICENSE / STATE IDENTIFICATION NUMBER:		EMAIL ADDRESS:	
EMERGENCY CONTACT (NAME):			RELATIONSHIP:
ADDRESS (INCLUDE STREET, CITY, STATE, ZIP CODE):			EMERGENCY CONTACT NUMBER:
DEPARTMENT APPLICANT IS REQUESTING TO VOLUNTEER WITH: <input type="checkbox"/> CCSPD <input type="checkbox"/> CSD <input type="checkbox"/> CCDOC <input type="checkbox"/> EXECUTIVE OFFICE <input type="checkbox"/> OTHER:			
N/A SPONSOR / VOLUNTEER'S AGENCY (if applicable)			
SPONSOR / VOLUNTEER AGENCY NAME:		SPONSOR / VOLUNTEER AGENCY SUPERVISOR (NAME):	WORK PHONE:
CRIMINAL / CIVIL HISTORY (if you answered YES to any of the questions below, explain on back)			
HAVE YOU EVER BEEN ARRESTED? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, Date(s):		HAVE YOU EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, Date(s):	
DO YOU HAVE A CRIMINAL CASE PENDING AGAINST YOU? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, Date(s):		DO YOU HAVE A CIVIL CASE PENDING AGAINST YOU? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, Date(s):	
DO YOU HAVE A FAMILY MEMBER / FRIEND IN SHERIFF'S OFFICE CUSTODY? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, Location(s):		HAVE YOU EVER VISITED AN INMATE? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, Date(s):	
By signing below, I certify that:			
_____ Initials	1. The Cook County Sheriff's Office Code of Conduct Agreement has been read and is understood.		
_____ Initials	2. I understand that any violation of the Code of Conduct stipulations may result in revocation of privileges, and may include criminal charges.		
_____ Initials	3. Non-employee identification issued by the Cook County Sheriff's Office shall remain the property of the Sheriff's Office.		
_____ Initials	4. I understand there inherit risks involved with entering a secure facility which may house subjects in custody.		
_____ Initials	5. I authorize the Cook County Sheriff's Office to run a complete criminal history background check, including a fingerprint inquiry.		
APPLICANT SIGNATURE:			DATE:
APPROVAL			
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	BH SUPERVISOR / DESIGNEE (SIGNATURE):		DATE:
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	RESPECTIVE DEPARTMENT HEAD / DESIGNEE (SIGNATURE):		DATE:

STATEMENT

Please indicate why you would like to volunteer with for the Cook County Sheriff's Office and what it is you are seeking from this opportunity:

CRIMINAL/CIVIL HISTORY CONTINUATION

if you answered YES, to any of the criminal/civil history questions, explain below:



COOK COUNTY SHERIFF'S OFFICE CODE OF CONDUCT

INFORMATION	
(NAME - PRINT): _____	DATE OF BIRTH: _____
CODE OF CONDUCT AGREEMENT	
<p>The following generalized rules and regulations are intended as a guide for volunteers while utilizing the on-site facilities of the Cook County Sheriff's Office. Volunteers are responsible for their actions and conduct while engaged in volunteer services. Violation of any of the rules and regulations, including but not limited to those specified below, may result in the withdrawal of volunteer privileges for the individual and/or the volunteer organization, as well as criminal prosecution. Your signature affixed on the signature line below establishes that you have received notice of the Cook County Sheriff's Office Code of Conduct for Volunteers, which sets forth the generalized rules and regulations; that you have reviewed them; and you agree to abide by these rules and regulations. Your signature further indicates that you are aware that violations of the rules and regulations of the Sheriff's Office carry with them the risk of criminal prosecution.</p> <ul style="list-style-type: none"> Upon entering an authorized service location, each volunteer is required to display valid identification at all times, and sign the logbook, indicating his/her name, applicable agency name and time of access. Upon exiting the authorized service location, the volunteer will sign the logbook indicating the time of departure. A volunteer's access is limited to the location(s) or area(s) for which he/she has received authorization. Volunteers shall not access or enter unauthorized areas of any specified Sheriff's Office facility. Volunteering with Sheriff's Office does not confer law enforcement officer status to volunteers. Volunteers are subject to a thorough physical search upon entering any authorized service location. There are no exceptions to the search procedures for volunteers. Searches and/or questioning by Sheriff's Office staff may occur at any time while at any Sheriff's Office facility. Items secured as contraband, as indicated on the Contraband List, are not returnable after seizure and may subject the volunteer to prosecution. Volunteers may acquire or come into contact with Confidential Information, including but not limited to: law enforcement and/or corrections information; proprietary information or information related to legal actions, security matters, security concepts and/or security procedures; staff and/or personnel information; and materials, budgets and/or research and development; collectively referred to as "Confidential Information". Confidential Information, in whatever form provided, shall at all times remain the exclusive property of the Sheriff's Office, and the volunteer agrees to maintain the confidentiality of the Confidential Information. A volunteer must notify his/her respective department head or the authorized designee within 24 hours of involvement in any situation (e.g., involvement with law enforcement as an arrestee, witness, or victim, party in a civil action) that may jeopardize his/her volunteer status with the Sheriff's Office. Volunteers are not permitted to loiter or deviate from the fixed parameters of their volunteer status established by the Sheriff's Office without prior approval and proper notice to the Sheriff's Office. Volunteers will not directly or indirectly discriminate against any individual or group because of race, gender, creed, national origin, religious affiliation, age or disability. Volunteers shall wear appropriate attire that meets the image of the Sheriff's Office as well as the safety and functionality for the particular role/position. Inappropriate attire is not permitted. Entry into a Sheriff's Office facility may be denied on the basis of improper attire. <p style="text-align: center; margin-top: 20px;">(OVER)</p>	

CODE OF CONDUCT AGREEMENT CONTINUED

- Volunteers will refrain from the use of abusive or obscene language, threats and coercion while engaging in volunteer services with the Sheriff's Office.
- A volunteer will not use his/her status or program as a forum to incite any individuals to commit wrongful acts against themselves or others, or violate the department's rules and regulations.
 - Under the provisions of the Prison Rape Elimination Act (PREA) of 2003 (42 USC 147), any instance of sexual contact towards a subject in custody shall result in criminal charges.
 - Any form of discrimination, harassment and sexual harassment is strictly prohibited and shall result in the revocation of access to the Sheriff's Office and may result in criminal charges.
- Volunteers are required to follow directives of Sheriff's Office members, especially when emergency situations may arise or safety and security is at issue. Failure to do so may result in the termination of a volunteer's opportunity with the Sheriff's Office.
- Volunteers shall notify the respective department head and the sponsor, as soon as practicable, of any affiliation with known offenders, or when a friend or family member is in the custody of the Sheriff's Office.
 - Volunteers understand that visitation with a subject in custody is prohibited.
 - Any membership in a known criminal organization shall prohibit the volunteer from access to the Sheriff's Office.
 - Volunteers are prohibited from any interaction with subjects in custody, including telephone conversation.
 - Volunteers are prohibited from trading, bartering, lending or otherwise engaging in any personal transactions with any subject in the custody of the Sheriff's Office.
 - Volunteers shall not share or disclose any information to a subject in the custody of the Sheriff's Office.
- Volunteers shall notify the respective department head if terminated from the sponsoring employer, as soon as practicable, and surrender the Sheriff's Office identification card without delay.
- Volunteers are not permitted to have mobile communication devices (e.g., cell phone, tablet, smart phone, smart watch) or recording devices (e.g., camera, digital/tape recorder) inside at the Sheriff's Office unless authorization has been approved by the respective department head. If approved, an authorization letter shall be carried by the volunteer at all times.
- Volunteers working in the Department of Corrections shall follow all rules regarding tool inventory and control, including being vigilant with any tools or materials within the correctional setting.
- The Cook County Sheriff's Office reserves the right to deny and/or revoke volunteer access to any Cook County Sheriff's Office facility.

ACKNOWLEDGEMENT

I acknowledge receipt of the Cook County Sheriff's Office Code of Conduct for Volunteers and I understand that violation of any provision(s) of the code of conduct by my organization or by me may result in revocation of my or my organization's volunteer privileges. I understand that any violations of the Sheriff's Office rules and regulations may result in criminal prosecution.

VOLUNTEER (SIGNATURE):

DATE:



COOK COUNTY SHERIFF'S OFFICE

DENIAL CRITERIA

An applicant's eligibility will be denied if any of the following criteria appears in his/her criminal background check:

1. Current felony or misdemeanor case pending in any court.
2. Active warrant(s).
3. Member or associate of a known criminal organization.
4. Falsifying or omitting information on the application, including but not limited to, identity theft, criminal history, and/or failure to report any current or prior relationship with an inmate.
5. Currently on probation or parole (individual exceptions may apply).
6. Has been in the custody of the CCDOC, Illinois Department of Corrections (IDOC) or any other verified correctional facility in the last three years for any reason.
7. Previous denial or revocation of non-employee identification.
8. Violent criminal history, drug charges and/or sex offenses to include registered sex offender (current charge, prior conviction, arrest history), any felonies in the past 10 years and/or any misdemeanors in the past three years, from the date of the conviction or the last day of sentence, whichever is later.
9. Civil or administrative adjudications resulting from sexual misconduct, including any court ordered protective order.
10. Evidence that the individual does not meet the conduct and ethics standards established by the Sheriff's Office.

A non-employee's Identification can be revoked based on the following criteria:

1. Violating the Code of Conduct Agreement.
2. No longer employed by or a volunteer of the agency requesting access.
3. Found in an unauthorized area.
4. Use of identification for purposes other than intended.
5. Any arrest since issuance.
6. Found to have violated any of the non-employee identification standards.
7. Failure to report for three consecutive months.

(ATTACHMENT)

EXHIBIT XVII
Addendum Acknowledgment Form



COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
118 N. CLARK STREET, SUITE 1018
CHICAGO, ILLINOIS
80802 312/803-5370

ADDENDA ACKNOWLEDGEMENT FORM

IMPORTANT NOTICE: Respondents shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with it submittal. Failure to acknowledge receipt of any addenda issued and submittal of this form may render the submittal non-responsive.

RFP/RFQ No.: _____

Project Name: _____

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Other: _____
- ☐ N/A (No Addenda Issued)

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____

Address: _____

EXHIBIT XIX

Federal Clauses

Federal Clauses

Contract Provisions for Federal-aid Funded Professional Service Contracts

One or more projects to be delivered under this Contract may include funding provided by Federal or other sources outside of County funds. For this phase of the RFQ process, the following is provided by way of information only. Upon identification of the most qualified Respondent to this RFQ, the County will provide the applicable Federal requirements as part of the Contract.

The most current versions of the provisions applicable to such Federally-funded projects may be found at: <https://www.fhwa.dot.gov/construction/contracts/provisions.cfm>

Note that only the Service Contracts requirements, shown on the table below, would be applicable to the Respondents services for this Contract. The current first page of this table of requirements, as of this writing, is shown below:



Agency / Requirement	Form	Statute	Regulation	Highway Construction (1)	Non-Highway Construction (2)	Service Contracts (3)	Remarks:
Buy America Requirements	State developed provisions	23 USC 313	23 CFR 635.410	Yes	Yes	Yes	Applicable to all projects financed under Title 23 that use or acquire steel & iron materials.
Non-Collusion Provision	State Developed Provisions	23 USC 112 (c)	23 CFR 635.112(f)	Yes	No	No	Applicable to highway construction contracts financed under 23 USC
On-the-Job Training Provisions	Appendix B to Subpart A of Part 230-Training Special Provisions	23 USC 140(a) & (b)	23 CFR 230 Subpart A Appendix B to Subpart A of Part 230-Training Special Provisions	Yes	See remarks	No	Projects designated by the State in setting State-wide training goals
Standardized Changed Conditions Contract Clauses	State developed contract provisions	23 USC 112(e)	23 CFR 635.109	Yes	No	No	Applicable to all highway construction projects (except for design-build projects where applicability will be determined on a project-by-project basis).
FHWA Required Contract Provisions	Form FHWA-1273 - Required Contract Provisions (.pdf)		23 CFR 633.102	Yes	Yes (5)	No	Form FHWA-1273 must be incorporated in all Federal-aid construction solicitations and contracts
USDOL OFCCP EEO Clause	Equal Employment Opportunity Clause		41 CFR 60-1.4(b) 2 CFR Part 200 Appendix II (C)	Yes See Remarks	Yes See Remarks	See Remarks	41 CFR 60-1.4(b) for Federally assisted construction contracts; Note: 41 CFR 60-1.4(d) allows for incorporation by reference (referenced in FHWA-1273) See definitions in 41 CFR 60-1.3
USDOL OFCCP Notice of Requirement for Affirmative Action	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive		41 CFR 60-4.2(d)	Yes	Yes	No (only applies to construction)	The notice shall be included in all solicitations on all federally assisted construction contracts or subcontracts in excess of \$10,000. Minority goals are published in DOL's

Again, for the purposes of this RFQ, this is provided for information only.

Exhibit XIX

Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications,

and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting

the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance

with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

9. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any

party, including the Contractor.

10. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

11. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

12. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

13. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by

Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

14. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

15. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

16. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or

national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

18. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be

conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

19. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

20. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

23. DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

25. Coronavirus Relief Fund

All amounts paid from the Coronavirus Relief Fund (“Fund”) are subject to the restrictions set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Exhibit XX
Task Order

Task Order

The County may issue a Task Order Request specifically referencing the Contract identifying the project and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, budget, deliverables, and a list of key personnel, all of which must conform to the terms of the Task Order Request and the terms and conditions of the Contract. Consultant must not respond to any Task Order Request received from anyone other than a Cook County representative. Costs associated with the preparation of Task Orders are not compensable and the County is not liable for any additional costs.

Following Consultant's selection to receive a Task Order, the Director of Capital Planning & Policy will review the Task Order and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope of the project and the project completion date. If the using department and the Consultant negotiate the scope of the project and the project completion date, the Consultant must submit a final scope of work for the Task Order (based upon such negotiations) to the County for approval. This task order and attached scope of work and letter of commitment to provide the services at the negotiated cost will be presented to the Board for approval based on the above thresholds.

All Task Orders are subject to the approval of the Director of Capital Planning & Policy and no Task Order will become binding upon the County until it is approved, in writing, by the Director of Capital Planning & Policy. Absent approval of a Task Order by the Director of Capital Planning & Policy, the County will not be obligated to pay or have any liability, under any theory of recovery (whether under the Contract, at law or in equity), to the Consultant for any Services provided by the Consultant pursuant to a Task Order, or otherwise.

The Consultant will commence its Services immediately upon receipt of an executed Task Order award notification issued by the Director of Capital Planning & Policy.

TUNNEL CORRIDOR ACCESSIBILITY ASSESSMENT

Cook County Department of Corrections Campus

Date Submitted:

April 01, 2024

Prepared For:

Troy Radunsky
DeVore Radunsky, LLC

Prepared By:

Carl Darr, AIA



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Table of Contents

Executive Summary..... 3

ASSESSMENT REPORT4

Introduction 4

Background and Scope..... 4

Data Collecting and Measurement 6

Applicable Codes and Standards..... 6

North Tunnel Corridor..... 8

East Tunnel Corridor 8

East Tunnel Corridorecommendations 12

Appendix A - Resouces.....17

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 3 of 23

Executive Summary

The Cook County Corrections Residential Transfer Unit (RTU) facility and associated North and East Tunnel Corridors opened circa 2011. Correction's staff utilize the Tunnels to travel between buildings located on the Department of Corrections Campus. Correction's staff also use the tunnels to shuttle detainees between buildings.

GEC was engaged to review the above referenced North and East Tunnels, which have sloped floors, for compliance with accessibility-related code requirements related to ramps. GEC used laser imaging scanners and other equipment to obtain critical measurements of the spaces.

North Tunnel Corridor

The North Tunnel Corridor is compliant with applicable accessibility codes. As shown in the following report, the slope of the tunnel floor is shallow and falls below the minimum threshold that would require compliance with accessibility requirements, such as adding handrails and intermittent landings, for ramps.

East Tunnel Corridor

The East Tunnel floor is steeper and, by code, meets the definition of a ramp. Accessibility requirements for ramps are applicable to the East Tunnel Corridor. Code violations related to maximum permitted ramp slope, handrail height and extension, and landing length are present at the East Tunnel ramp.

Relatively speaking, except the lack of a landing at the top of the ramp, the violations are minor and include the following:

- At two locations there is a deviation in the ramp floor that creates, for a short distance, a slope greater than 1:12.
- The intermediate landing is 5% short of the required length of five feet.
- Handrail extensions are shorter than the required 12" but in all cases are longer than 7.25."
- At some locations, the handrails are up to ½" lower than the minimum required height.

The lack of a landing, more than 9" long, at the top of the ramp is significant but this can easily be corrected since there is room to move the doors, at the far side of the landing, away from the ramp to create a five-foot landing.

Since transfer of detainees through the corridors always involves an escort, assistance would be available in cases where the ramp configuration is a prohibitive physical barrier. Additionally, during our site visits, it was observed Correction's staff at times shuttled detainees through the corridors on electric utility vehicles, which is another means available to in cases where the ramp is a prohibitive physical barrier.

GEC recommends that code violations are corrected, and drawings and specifications be prepared to identify the specifics of those repairs.

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 4 of 23

Assessment Report

Introduction

Pursuant to a request on or about December 27, 2023, Globetrotters Engineering Corporation (GEC) was retained by DeVore Radunsky, LLC, an attorney representing Cook County, to provide an Accessibility and Code Compliance Assessment of two tunnel corridors that have sloped floor surfaces and are part of the Cook County Department of Corrections Campus (Cook County Jail), located at 2600-3000 blocks of South California Avenue, Chicago, Illinois.

Globetrotters Engineering Corporation is a multi-disciplinary Architectural and Engineering firm in Chicago with experience in accessibility reviews of existing facilities.

Background and Scope

Cook County Department of Corrections Campus is a single-site jail facility in Chicago, in the eight-block area bounded by 26th Street (to the north), 31st Street, Sacramento Avenue, and California Avenue.

Cook County Criminal Court buildings occupy the Northeast corner, and a vacant parcel is located at the Northwest corner of this area. The Department of Corrections Center Campus, with over thirty building structures, occupies the remaining ninety-six acres of this eight-block area.

The Corrections Center Campus includes a below-grade tunnel system for pedestrian access between buildings. The tunnels connect campus buildings to each other. Correction's staff utilize the tunnels for travel between buildings and use the tunnels to shuttle detainees between buildings. When in the tunnels Correction's staff escort the detainees, they are never in the tunnels unescorted. Usually, Correction's staff escort detainees on foot. At times, however, detainees may be shuttled through the tunnels on electric utility vehicles.

The subject Corridors are part of this tunnel system and serve as connections to the Residential Treatment Unit (RTU) facility which is located at the center of the campus site (see next page). Both Corridors were built circa 2011, at the same time the RTU facility was built. For this report, the corridor areas are identified as the North Corridor and the East Corridor.

The North Corridor connects the RTU basement level with the Division V building directly to the north. The East Corridor connects the RTU basement level to another tunnel, running north/south, which leads to other campus buildings.

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 5 of 23



Figure 1 – Aerial view of Site Bounded by 26th Street to the North, 31st Street to the South, Sacramento Avenue North, and California Avenue East.

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 6 of 23

Data Collecting and Measurement

GEC conducted site visits to verify existing conditions related to the subject areas, on January 23, 2024, and again on January 25, 2024. GEC personnel that participated in the field site visits included:

- Carl Darr, Vice President of Architecture
- Max Lux, Architectural Professional

GEC personnel conducted a supervised walk-through of each of the corridors and available adjacent spaces to identify physical conditions as they relate to compliance with accessibility requirements. Equipment used to collect information and measurements included a tape measure, a laser level, and a LiDAR scanner.

LiDAR is an acronym for Light Detection and Ranging. LiDAR scanners have high resolution mapping capabilities that utilize laser imaging to create three dimensional models of spaces. The LiDAR scanner utilized for this assessment is accurate to a tolerance of four millimeters (-1/8") per 30 feet of measurement.

Applicable Codes and Standards

Applicable Codes and Standards that apply to current conditions, and that were used for the evaluation of the Corridor areas, include:

1. Americans with Disabilities Act Accessibility Guidelines (ADAAG) (2010)
2. American National Standards Institute (ANSI) Standard A117.1 (2009 version as referenced by the 2019 Chicago Building Code)
3. Chicago Building Code (CBC) (2019)
4. Illinois Accessibility Code (IAC) (2018)

Americans with Disabilities Act Accessibility Guidelines (ADAAG), 2010

The Americans with Disabilities Act (ADA) Standards for Accessible Design, revised in 2010, are still in use in the City of Chicago as of 2023. The Americans with Disabilities Act Accessibility Guidelines (ADAAG) are incorporated into the Department of Justice ADA regulations and are enforceable under titles II and III of the ADA. For this matter, applicable excerpts of the ADA regulations include the following:

1. 106.5 Defined Terms:
 - Ramp.** A walking surface that has a running slope steeper than 1:20.
2. Section 405 Ramps includes the following requirements:
 - a. 405.2 Slope: "Ramp runs shall have a running slope not steeper than 1:12."
 - b. Section 405.5 Clear Width: "The clear width of a ramp run and, where handrails are provided, the clear width between handrails shall be 36 inches minimum."
 - c. 405.3 Cross Slope: "Cross slope of ramp runs shall not be steeper than 1:48."
 - d. 405.6 Rise: "The rise for any ramp run shall be 30 inches maximum."

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 7 of 23

- e. 405.7 Landings: "Ramps shall have landings at the top and bottom of each ramp run. Landings shall comply with 405.7."
- f. 405.7.3 Length: "The landing clear length shall be 60 inches (1525 mm) long minimum."
- g. 405.8 Handrails: "Ramp runs with a rise greater than 6 inches shall have handrails complying with Section 505."
- 3. Section 505 Handrails includes the following requirements:
 - a. 505.3 Continuity: "Handrails shall be continuous within the full length of each stair flight or ramp run."
 - b. 505.4 Height: "Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above [ramp surface]."
 - c. 505.10.1 Top and Bottom Extensions at Ramps: "Ramp handrails shall extend horizontally above the landing 12 inches minimum beyond the top and bottom of ramp runs" (Figure 2).

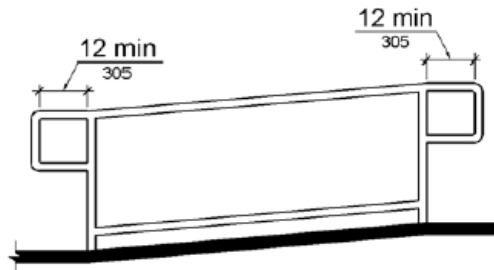


Figure 2: Top and Bottom Handrail Extension at Ramps (2010 ADAAG, Fig. 505.10.1)

American National Standards Institute (ANSI) Standard 117.1, 2009

Although there are 2017 ANSI standards, the current 2019 CBC references the 2009 ANSI Standard A117.1. The 2009 ANSI 117.1 ramp requirements align with the 2010 ADAAG and state the following:

- 1. 106.5 Defined Terms:
Ramp: A walking surface that has a running slope steeper than 1:20.
- 2. 405.2 Slope: "Ramp runs shall have a running slope greater than 1:20 and not steeper than 1:12."
- 3. 405.5 Clear Width: "The clear width of a ramp run shall be 36 inches (915 mm) minimum."
- 4. 405.6 Rise: "The rise for any ramp run shall be 30 inches (760 mm) maximum."
- 5. 405.7 Landings: "Ramps shall have landings at the top and bottom of each ramp run. Landings shall comply with 405.7."
- 6. 405.7.3 Length: "The landing clear length shall be 60 inches (1525 mm) long minimum."
- 7. 405.8 Handrails: "Ramp runs with a rise greater than 6 inches (150 mm) shall have handrails complying with Section 505."
- 8. Section 505.3 Continuity: "Handrails shall be continuous within the full length of each stair flight or ramp run."

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 8 of 23

9. 505.4 Height: "Top of gripping surfaces of handrails shall be 34 inches (865 mm) minimum and 38 inches (965 mm) maximum vertically above [ramp surfaces]."
10. 505.10.1 Top and Bottom Extensions at Ramps: "Ramp handrails shall extend horizontally above the landing 12 inches (305 mm) minimum beyond the top and bottom of ramp runs."

Chicago Building Code, 2019

The 2019 Chicago Building Code (CBC) is the current prevailing code that applies to construction in the city of Chicago. The 2019 CBC adopts the 2009 ANSI 117.1 standards and states the same requirements as outlined above.

Illinois Accessibility Code, 2018

The 2018 Illinois Accessibility Code (IAC) is the current accessibility code for the state of Illinois. The AIC also aligns closely with the 2010 ADAAG and the 2009 ANSI Standard 117.1 outlined above, with the same section references and requirements. The tunnel ramps compare to the current IAC in the same way they compare with the 2010 ADDAG and 2009 ANSI Standard 117.1.

North Tunnel Corridor

The North Tunnel Corridor has a slope floor surface (approximately 84 feet in length) which runs, at the low end, from the RTU basement exterior wall to a landing at the top. At the other side of the landing is a pair of vestibule doors that lead to the Division V Building north of the RTU. There is no door at the bottom of the ramp and the Corridor is uninterrupted between the sloped floor area and the level RTU basement.

LiDAR scans were taken from the RTU basement floor, immediately south of the ramp the top landing. Six scans were taken at average intervals of 18.5 feet. Based on the intervals of measurement, the maximum possible tolerance, overall, will be within 12.3 mm.

The slope floor surface at the North Corridor has an 83.9 feet horizontal run and a 2.7-foot vertical rise. The inclined floor surface is less than (shallower) 1:31 slope overall.

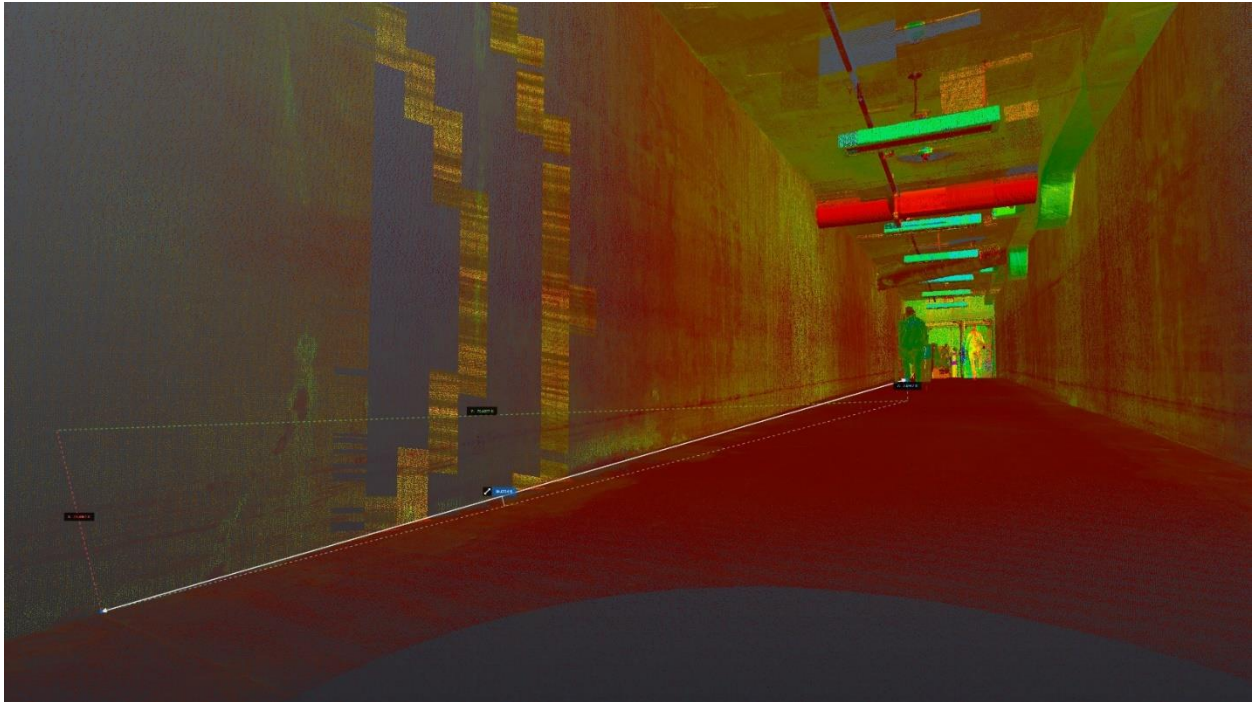
From the ADA regulations excerpts listed above the applicable excerpt is line-item no. 1. By definition, a ramp is a walking surface that has a running slope steeper than 1:20. Since the Corridor floor surface has less than a 1:20 slope, it is not a ramp. Consequently, ADAAG regulations related to ramps do not apply here.

The North Corridor Tunnel is in compliance with ADA and other code requirements for accessibility.

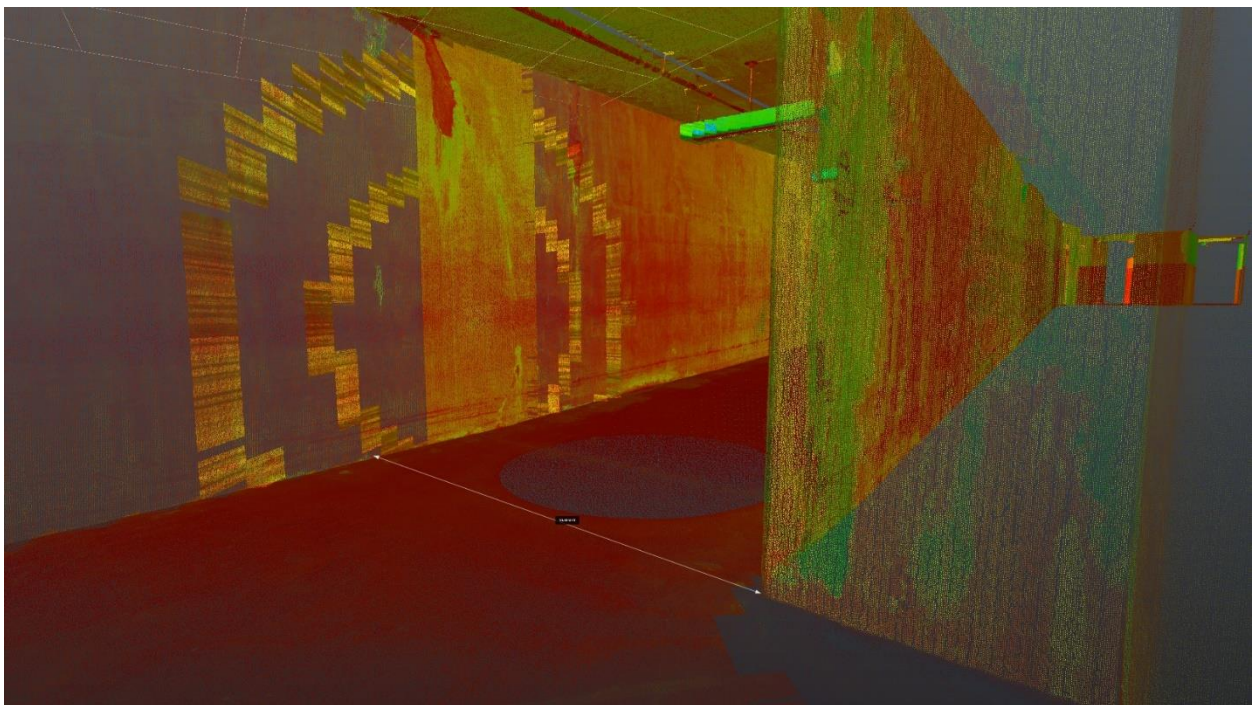
TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 9 of 23

RTU North Tunnel Corridor – LiDAR Scan Images



Length: approx. 84' Rise: approx. 2.7' (32.33") Slope: approx. 1:31



Width: approx. 10'

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 10 of 23

East Tunnel Corridor

The East Tunnel Corridor includes two sloped-floor runs separated by an intermediate landing. These runs are both steeper than 1:20 and, therefore, are ramps as defined by the ADA and ANSI A117.1 codes. For this report, the lower sloped-floor surface is identified as the Lower Ramp, the upper sloped-floor surface the Upper Ramp.

GEC reviewed the following East Tunnel Corridor components for accessibility compliance:

- Top Landing (at top of Upper Ramp),
- Upper Ramp,
- Intermediate Landing,
- Lower Ramp,
- Bottom Landing (at bottom of Lower Ramp),
- Handrails.

LiDAR scans were taken at the top and bottom landings, and at two locations between, with the maximum interval at approximately 22.5 feet. Based on the intervals of measurement, the maximum possible tolerance, overall, will be within 8.3 mm.

1. **Top Landing:** The Top Landing runs from the Upper Ramp to a pair of doors, leading to the adjacent tunnel, and has a length of 0.75' (9 in.). Since the landing length is less than 60 inches, the landing length is not code compliant.

The landing is 85% short of the required length. However, this may be easily corrected by relocating the doors to the east 51", to provide the minimum required landing length.

2. **Upper Ramp:** The Upper Ramp has a 25.95' horizontal run and a 1.93' vertical rise with an average slope of 1:13.4. There is a variation in slope at the very top of the ramp. The last 4.27' of the run, at the top has a rise of 4.56" for a slope of 1:11.

The upper portion of the ramp floor surface is not code compliant; the top 16.5% of the overall length is approximately 0.64% steeper than permitted by code. Since the bottom portion of the ramp run is shallower than 1:12, it would be possible to add a floor topping which will even-out the slope make a consistent floor slope that has a 1:12 slope or shallower.

3. **Intermediate Landing:** The Intermediate Landing is 4.75 feet (57 in.) in length. Since the landing length is less than 60 inches in length, the Intermediate Landing is not code compliant.

It is 5% shorter than the required length. To correct this nonconformity, a longer level floor plane at the landing will need to be provided, extending the floor surface west. This will require the Lower Ramp to be rebuilt, along its entire length, to provide for the additional landing length and maintaining a maximum 1:12 ramp slope.

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 11 of 23

4. **Lower Ramp:** The Lower Ramp has a 30.4' horizontal run and a 2.47 vertical rise, with an average slope of 1:12. There is a variation in slope at the very bottom of the ramp. The last 1 foot of the run is steeper than the rest of the ramp with a slope of approximately 1:8.5.

The lower portion of the ramp floor surface is not code compliant; the lower 3.5% of the overall run is approximately 11.7% steeper than permitted by code. The floor surface will need to be feathered out, and the ramp length extended slightly for the Lower Ramp floor to be compliant with code requirements for ramp slope at this location.

5. **Bottom Landing:** The Bottom Landing runs from the end of the Lower Ramp uninterrupted to the RTU Basement floor. Since there is a continuous floor surface (with no change in corridor width) that exceeds 60" the bottom landing is compliant with required codes.
6. **Handrails:** As noted in the code requirements above, handrails need to be located 34-38 inches above the ramp floor and need to extend a minimum of 12 inches beyond the top and bottom of each ramp. The ramp(s) have a continuous handrail on each side located. At the lower end of the Lower Ramp the handrail, where measured, is approximately 33" above the ramp floor. At other locations, the handrail height exceeded 34" above the ramp floor. Since, at some locations, handrails are less than 34" above the ramp floor they are not in compliance with requirements for handrail height.

The handrails extend 7.4" beyond the Lower Ramp and 11.3" beyond the Upper Ramp. Since the handrail extensions are less than 12 inches, the handrails are not in compliance with code requirements for handrail extensions.

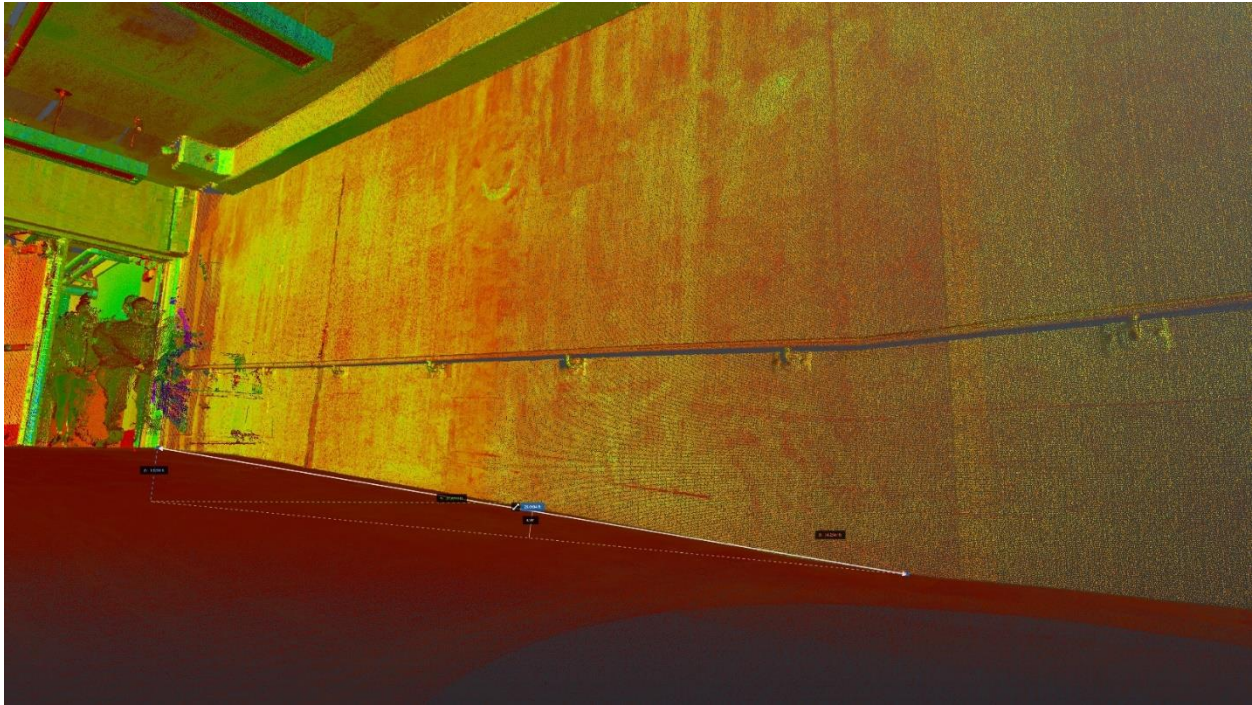
Basement Corridor Ramp Assessment Matrix per Current Applicable Codes and Guidelines

Item	Existing Condition	Code Requirement
Top Landing Length	9"	60" minimum
Upper Ramp Slope	Varies from 1:11 to 1:13.4	1:12 maximum
Intermediate Landing	57"	60" maximum
Lower Ramp Slope	Varies from 1:12 to 1:8.5	1:12 maximum
Bottom Landing Length	>60"	60" minimum
Handrail Extensions	Varies from 7.4" to 11.3"	12" minimum

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 12 of 23

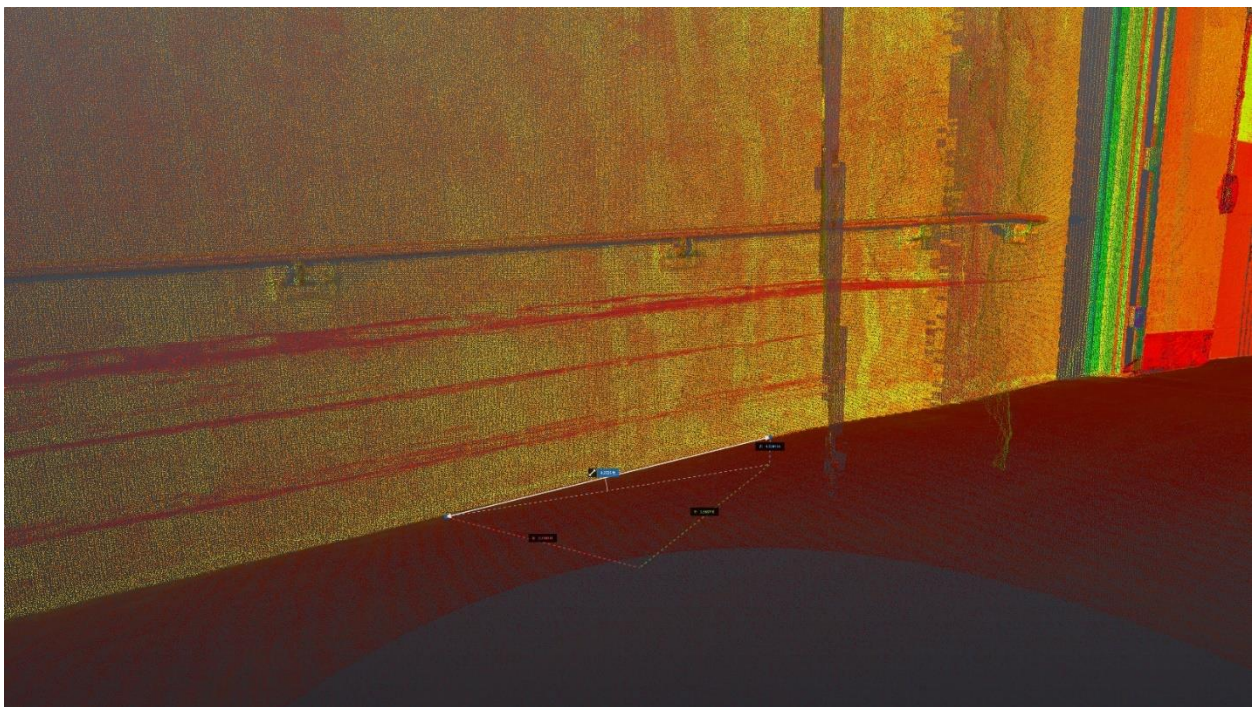
RTU East Tunnel Corridor – LiDAR Scan Images



Top run length: approx. 25.95'

Rise: approx. 1.93' (23.16")

Slope: approx. 1:13.4



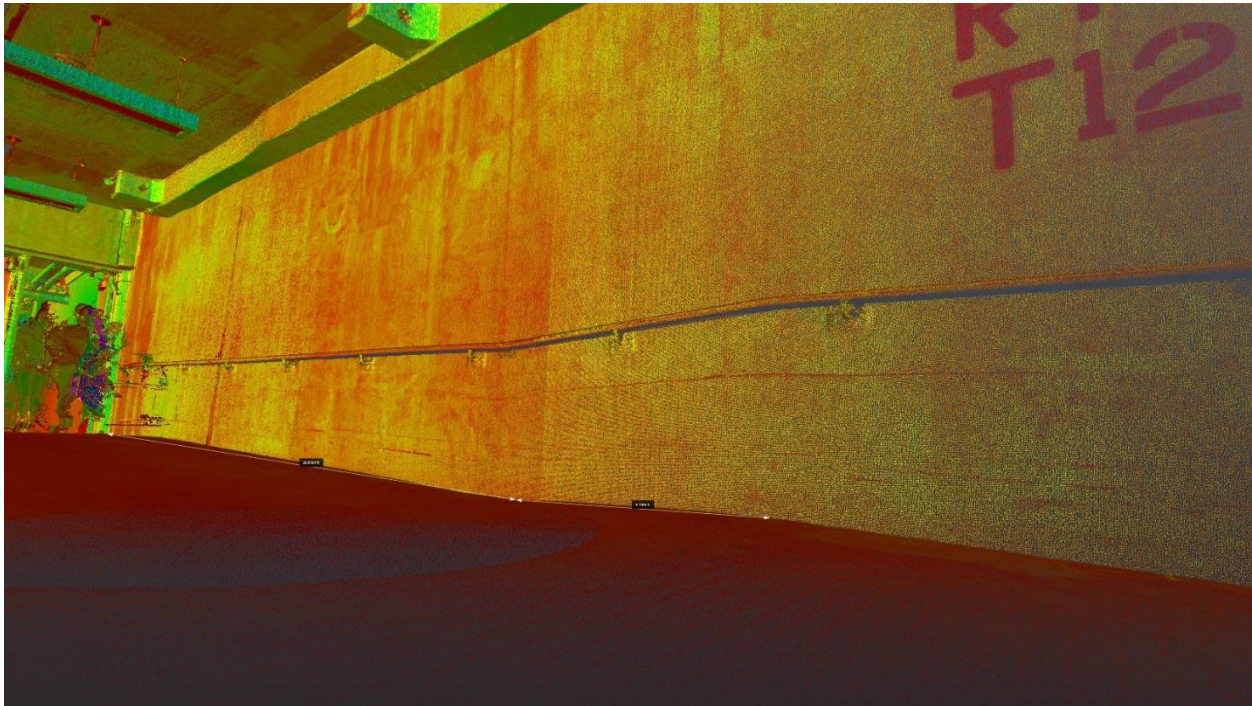
Steep slope at ramp top length: approx. 4.27'

Rise: approx. 4.56"

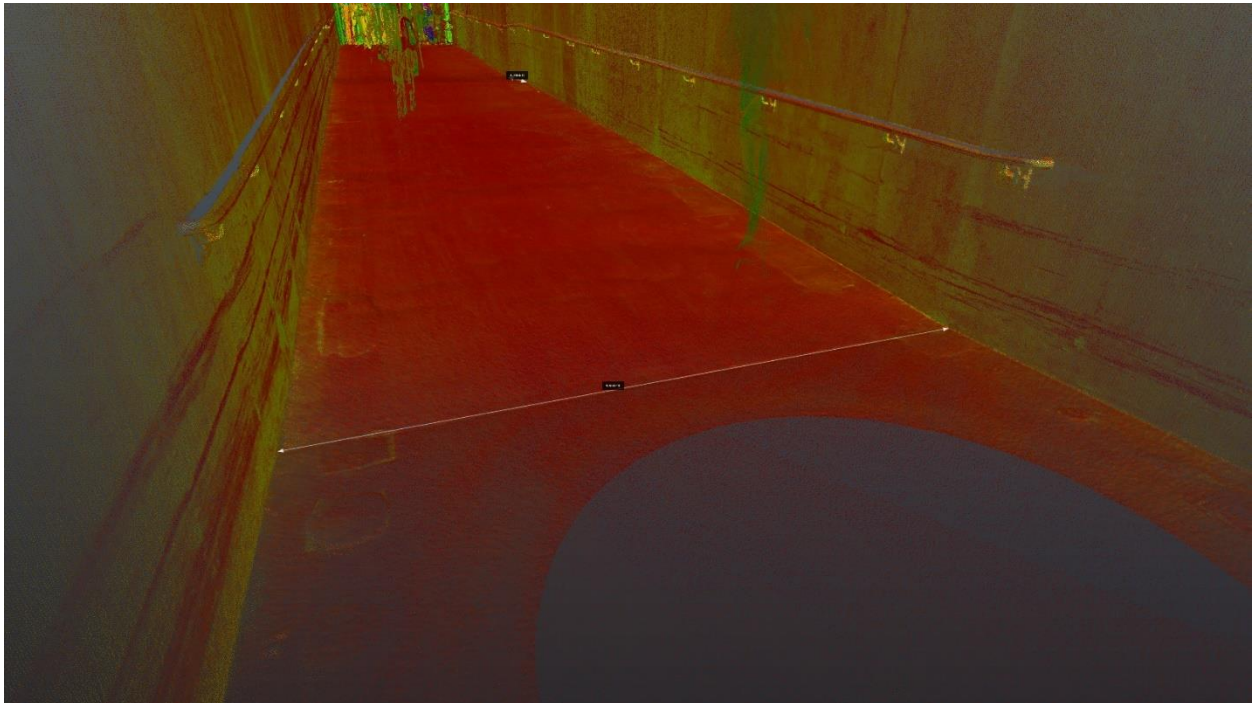
Slope: approx. 1:11

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 13 of 23



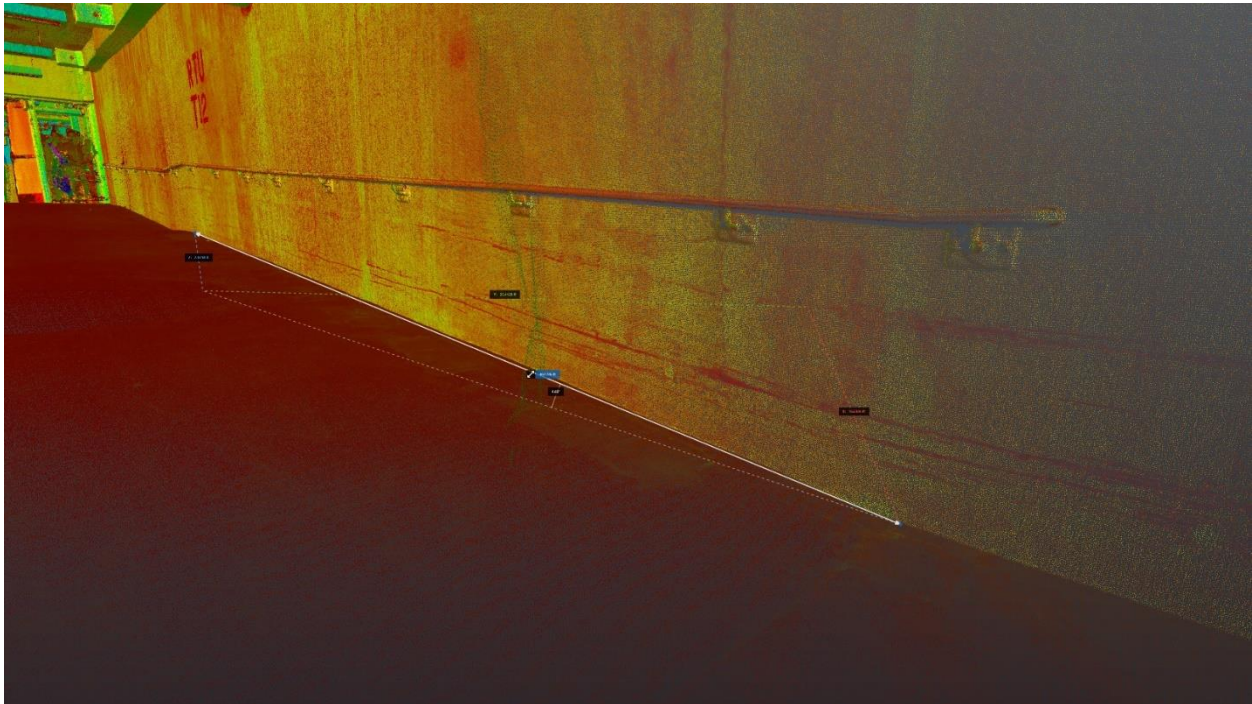
Landing length: approx. 4.75'



Ramp width: approx. 10.'

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

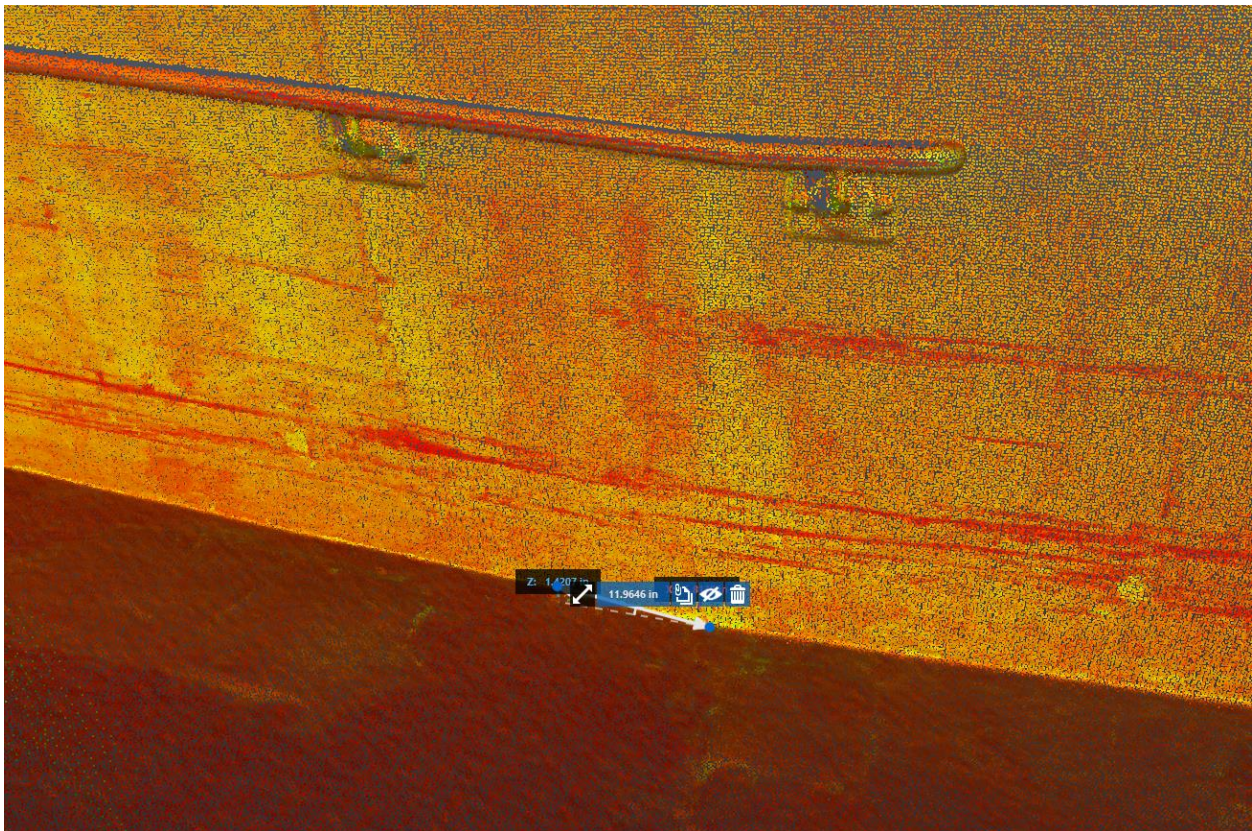
Page 14 of 23



Bottom run length: approx. 30.5'

Rise: approx. 2.47' (29.7")

Slope: approx. 1:12



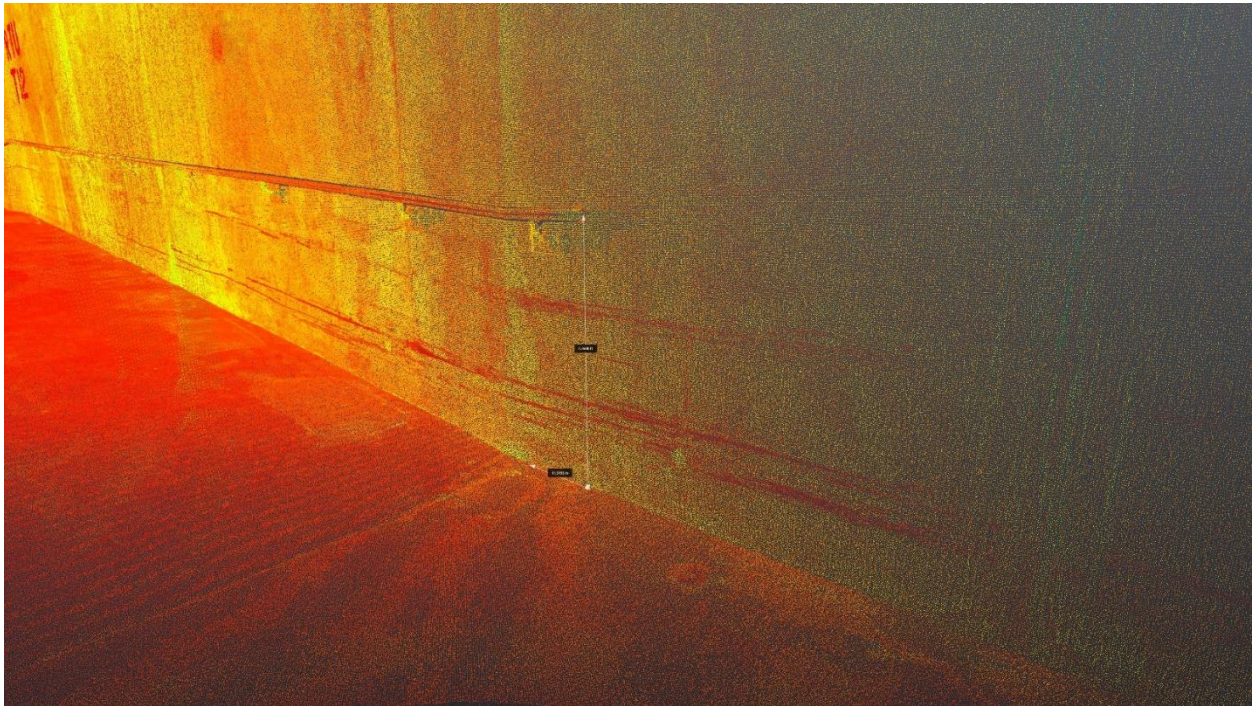
Steep slope at ramp bottom length: approx. 1'

Rise: approx. 1.42"

Slope: approx. 1:8.5

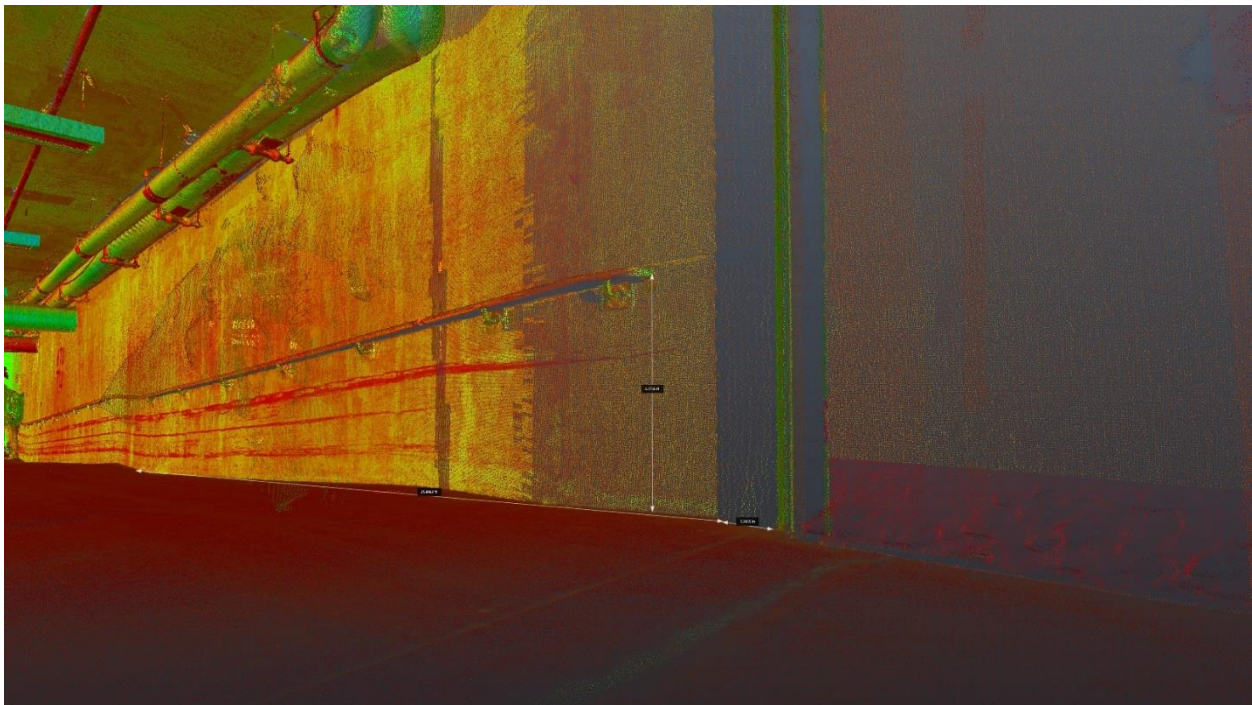
TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 15 of 23



Ramp bottom handrail extensions: approx. 11.3"

Height: approx. 33.2."



Ramp top handrails do not extend full length of ramp, no extensions.

Top landing length: approx. 7.4"

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 16 of 23

East Tunnel Corridor Recommendations

GEC recommends the following to bring the ramp into code compliance:

1. At Top Landing, move doors to adjacent tunnel east +/-52" as needed to provide a 60" landing.
2. Rework the slope of the Upper Ramp with topping materials to be maximum 1:12 at all locations.
3. Pour over the existing floor slab to shift the Lower Ramp East and extend the length of the Intermediate Landing to a minimum of 60".
4. In conjunction with item no. 3., above, provide a maximum 1:12 slope at all portions of the Lower Ramp.
5. Replace existing handrails with anti-ligature handrails. Install between 34 and 38" t all locations and with correct extensions.

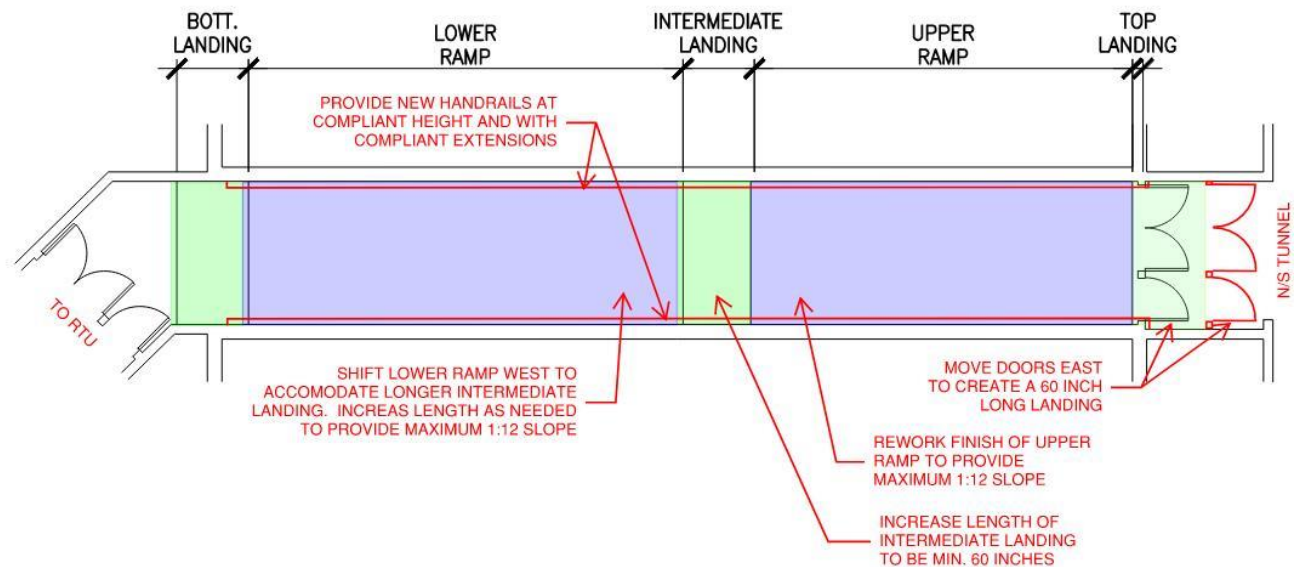


Figure 3: Plan of Recommendations

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 17 of 23

APPENDIX A - Resources

CODES AND REFERENCES

Americans with Disabilities Act Accessibility Guidelines (ADAAG) (2010):

<https://archive.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.pdf> and
<https://www.ada.gov/law-and-regs/design-standards/2010-stds/>

American National Standards Institute (ANSI) Standard A117.1 (2009 version as referenced by the
2019 Chicago Building Code): <https://codes.iccsafe.org/content/icca117-12017P4>

Chicago Building Code (CBC) (2019): <https://codes.iccsafe.org/content/CHIBC2019P5>

Illinois Accessibility Code (IAC) (2018):

<https://cdb.illinois.gov/business/codes/illinoisaccessibilitycode.html>

MISCELLANEOUS

Campus Plan_Google Earth Pro

FILES PROVIDED BY DeVORE RADUNSKY, LLC

08.04.23 Cook County Amended Answers to Interrogatories #3-5 (FINAL).pdf

08.04.23 Cook County Amended Response to RFP #7-8 (FINAL).pdf

11.15.23 Westmoreland First Request to Admit.pdf

11.3.23 Expert Observations Ramp.pdf

12.14.23 Cook Co Ans to Pls Req to Admit (FINAL).pdf

12.14.23 Darts Ans to PI Req to Admit (FINAL).pdf

12.15.23 Cook Co Supp Ans to Pls Req to Admit 3-4,10-11,13-14 (FINAL.2).pdf

12.15.23 Darts Amended Ans to PI Req to Admit #9 (FINAL.2).pdf

7.21.23 FINAL Cook County Answers to Interrogatories.pdf

7.21.23 FINAL Cook County Response to RFP.pdf

Bates 002201 (D8_RTU Lower Level_Arch_CROPPED) (CONFIDENTIAL).pdf

Bates 002219 (lower level Div 8 RTU north tunnel structural plan and sections) (CONFIDENTIAL).pdf

Bates 002220 (lower level Div 8 RTU east tunnel structural plan and sections) (CONFIDENTIAL).pdf

Bates 002221 (lower level Div 8 RTU structural plan) (CONFIDENTIAL).pdf

Bates 002222 (lower level Div 8 RTU west plan) (CONFIDENTIAL).pdf

Bates 002223 (North Tunnel) (CONFIDENTIAL).pdf

Bates 002224 (East Ramp) (CONFIDENTIAL).pdf

Bates 002225 - 002236 (11.8.23 Westmoreland 12x County Architectural Drawings)
(CONFIDENTIAL).pdf

3.24.23 [FILED].pdf

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 18 of 23

DAVIS, ERIC - CONDENSED DEP.pdf
 MVI_3801.mp4
 RTU Tunnel Assessment Lidar Scans.docx
 RTU Tunnel West Ramp Assessment Lidar Scans.pdf
 Westmoreland Expert Inspection Pics.pdf
 Westmoreland Rule 30b6_.docx

NORTH RAMP LiDAR SCREENSHOTS

Length Height.jpg
 Width.jpg
 West Ramp FinalizeReport.pdf

NORTH RAMP LiDAR SUPPORT & E57 FILES

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TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 19 of 23

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TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 20 of 23

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TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 21 of 23

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EAST RAMP LiDAR SCREENSHOTS

Bottom Handrail Extensions.jpg
 Landing Length.jpg
 Landing.jpg
 Ramp Bottom Steep Slope.jpg
 Run 1.jpg
 Run 2 Length-Height.png
 Run 2.jpg
 Steep Slope at Bottom - Zoomed.png
 Steep Slope Top.jpg
 Top Landing and Handrails.jpg
 Width.jpg

EAST RAMP LiDAR SUPPORT & E57 FILES

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02/02/2024 04:37 PM	38,742,959 1606de87-b9f0-4783-9bfe-9b9467aa628d.rch
02/02/2024 04:32 PM	196,462,752 1606de87-b9f0-4783-9bfe-9b9467aa628d.sgp
02/02/2024 04:22 PM	1,356,808 1606de87-b9f0-4783-9bfe-9b9467aa628d_1.clstr
02/02/2024 04:22 PM	3,436,868 1606de87-b9f0-4783-9bfe-9b9467aa628d_3.clstr
02/02/2024 04:46 PM	86,183 32827533-2d89-49ac-8e20-3a34dac20d1d-map.md
02/02/2024 04:46 PM	63,608 32827533-2d89-49ac-8e20-3a34dac20d1d-map.png
02/02/2024 04:56 PM	1,381,824 32827533-2d89-49ac-8e20-3a34dac20d1d-preview.rch
02/02/2024 04:46 PM	5,356 32827533-2d89-49ac-8e20-3a34dac20d1d.pf
02/02/2024 04:56 PM	21,082,493 32827533-2d89-49ac-8e20-3a34dac20d1d.rch
02/02/2024 04:52 PM	113,484,640 32827533-2d89-49ac-8e20-3a34dac20d1d.sgp
02/02/2024 04:46 PM	1,008,776 32827533-2d89-49ac-8e20-3a34dac20d1d_1.clstr
02/02/2024 04:46 PM	2,949,324 32827533-2d89-49ac-8e20-3a34dac20d1d_3.clstr

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 22 of 23

02/02/2024 05:29 PM	96,697 6183f208-4bc1-425e-acb6-50ab44e7fd2e-map.md
02/02/2024 05:29 PM	68,446 6183f208-4bc1-425e-acb6-50ab44e7fd2e-map.png
02/02/2024 05:39 PM	1,257,038 6183f208-4bc1-425e-acb6-50ab44e7fd2e-preview.rch
02/02/2024 05:29 PM	5,596 6183f208-4bc1-425e-acb6-50ab44e7fd2e.pf
02/02/2024 05:39 PM	19,532,204 6183f208-4bc1-425e-acb6-50ab44e7fd2e.rch
02/02/2024 05:36 PM	104,460,728 6183f208-4bc1-425e-acb6-50ab44e7fd2e.sgp
02/02/2024 05:29 PM	962,696 6183f208-4bc1-425e-acb6-50ab44e7fd2e_1.clstr
02/02/2024 05:29 PM	2,912,028 6183f208-4bc1-425e-acb6-50ab44e7fd2e_3.clstr
03/28/2024 10:34 AM	947,432 87288997-4c1c-487b-8723-19c3950d543d.png
02/02/2024 04:04 PM	48,633 a738b187-f3ee-4fb7-93f4-ada9ceb50c16-map.md
02/02/2024 04:04 PM	37,230 a738b187-f3ee-4fb7-93f4-ada9ceb50c16-map.png
02/02/2024 04:22 PM	2,640,171 a738b187-f3ee-4fb7-93f4-ada9ceb50c16-preview.rch
02/02/2024 04:04 PM	6,348 a738b187-f3ee-4fb7-93f4-ada9ceb50c16.pf
02/02/2024 04:22 PM	42,286,665 a738b187-f3ee-4fb7-93f4-ada9ceb50c16.rch
02/02/2024 04:15 PM	200,146,116 a738b187-f3ee-4fb7-93f4-ada9ceb50c16.sgp
02/02/2024 04:04 PM	1,152,264 a738b187-f3ee-4fb7-93f4-ada9ceb50c16_1.clstr
02/02/2024 04:04 PM	3,106,116 a738b187-f3ee-4fb7-93f4-ada9ceb50c16_3.clstr
02/01/2024 10:45 AM	10,186,880,450 Backup_East Ramp_2024-01-31_151940.faf
03/28/2024 02:15 PM	0 e0ad4849-a42e-4164-ad8d-438ae4a8026d.dt
03/28/2024 02:15 PM	947,364 e0ad4849-a42e-4164-ad8d-438ae4a8026d.png
03/28/2024 11:04 AM	144,987 e5d41925-06ed-4587-bcaf-ffe9620f6476.md
03/28/2024 11:04 AM	120,358 e5d41925-06ed-4587-bcaf-ffe9620f6476.png
02/02/2024 04:03 PM	126,181,472 East Ramp- Setup 001.diff
02/02/2024 04:03 PM	524,288 East Ramp- Setup 001.llt
02/02/2024 03:58 PM	196,839,238 East Ramp- Setup 001.rcc
03/28/2024 10:35 AM	172,076,725 East Ramp- Setup 001.rcs
02/02/2024 04:03 PM	217,866 East Ramp- Setup 001.thumbnail
02/02/2024 04:20 PM	123,698,376 East Ramp- Setup 002.diff
02/02/2024 04:20 PM	524,288 East Ramp- Setup 002.llt
02/02/2024 04:15 PM	190,772,353 East Ramp- Setup 002.rcc
03/28/2024 10:35 AM	189,746,046 East Ramp- Setup 002.rcs
02/02/2024 04:20 PM	207,983 East Ramp- Setup 002.thumbnail
02/02/2024 04:44 PM	377,471,644 East Ramp- Setup 003.diff
02/02/2024 04:44 PM	524,288 East Ramp- Setup 003.llt
02/02/2024 04:30 PM	120,961,636 East Ramp- Setup 003.rcc
03/28/2024 10:36 AM	180,699,838 East Ramp- Setup 003.rcs
02/02/2024 04:44 PM	182,583 East Ramp- Setup 003.thumbnail
02/02/2024 05:27 PM	402,875,568 East Ramp- Setup 006.diff
02/02/2024 05:27 PM	524,288 East Ramp- Setup 006.llt

TUNNEL CORRIDOR RAMP ACCESSIBILITY ASSESSMENT
COOK COUNTY JAIL CAMPUS

Page 23 of 23

02/02/2024 05:10 PM	112,682,083 East Ramp- Setup 006.rcc
03/28/2024 10:36 AM	181,593,911 East Ramp- Setup 006.rcs
02/02/2024 05:27 PM	197,118 East Ramp- Setup 006.thumbnail
02/05/2024 10:21 AM	962,239,716 East Ramp- Setup 007.diff
02/05/2024 10:21 AM	524,288 East Ramp- Setup 007.ilt
02/05/2024 09:45 AM	10,935,870 East Ramp- Setup 007.rcc
03/28/2024 10:36 AM	130,957,186 East Ramp- Setup 007.rcs
02/05/2024 10:21 AM	175,706 East Ramp- Setup 007.thumbnail
02/05/2024 10:42 AM	119,122,728 East Ramp- Setup 008.diff
02/05/2024 10:42 AM	524,288 East Ramp- Setup 008.ilt
02/05/2024 10:38 AM	192,376,326 East Ramp- Setup 008.rcc
03/28/2024 10:36 AM	179,063,358 East Ramp- Setup 008.rcs
02/05/2024 10:42 AM	232,057 East Ramp- Setup 008.thumbnail
02/05/2024 10:24 AM	64,939 f86b6fd3-019d-4507-8637-f6308e83a8e2-map.md
02/05/2024 10:24 AM	57,068 f86b6fd3-019d-4507-8637-f6308e83a8e2-map.png
02/05/2024 10:28 AM	142,781 f86b6fd3-019d-4507-8637-f6308e83a8e2-preview.rch
02/05/2024 10:24 AM	3,740 f86b6fd3-019d-4507-8637-f6308e83a8e2.pf
02/05/2024 10:28 AM	2,096,481 f86b6fd3-019d-4507-8637-f6308e83a8e2.rch
02/05/2024 10:26 AM	9,369,132 f86b6fd3-019d-4507-8637-f6308e83a8e2.sgp
02/05/2024 10:24 AM	192,648 f86b6fd3-019d-4507-8637-f6308e83a8e2_1.clstr
02/05/2024 10:24 AM	16,795,628 f86b6fd3-019d-4507-8637-f6308e83a8e2_3.clstr
02/05/2024 10:44 AM	83,361 f87df965-e3ac-432d-898c-bc35e047d564-map.md
02/05/2024 10:44 AM	76,348 f87df965-e3ac-432d-898c-bc35e047d564-map.png
02/05/2024 10:58 AM	2,554,276 f87df965-e3ac-432d-898c-bc35e047d564-preview.rch
02/05/2024 10:44 AM	4,988 f87df965-e3ac-432d-898c-bc35e047d564.pf
02/05/2024 10:58 AM	37,985,174 f87df965-e3ac-432d-898c-bc35e047d564.rch
02/05/2024 10:52 AM	195,366,400 f87df965-e3ac-432d-898c-bc35e047d564.sgp
02/05/2024 10:44 AM	1,355,400 f87df965-e3ac-432d-898c-bc35e047d564_1.clstr
02/05/2024 10:44 AM	3,529,188 f87df965-e3ac-432d-898c-bc35e047d564_3.clstr
03/28/2024 11:04 AM	65,019 RTU East Ramp.rcp
02/07/2024 12:28 PM	1,856,668 RTU East Ramp.rcp.bk1
02/07/2024 02:32 PM	4,881,084 RTU East Ramp.rcp.bk2
03/28/2024 10:36 AM	226,781 RTU East Ramp.rcp.bk3
02/01/2024 03:53 PM	729,820,160 RTU East Ramp0.e57
02/01/2024 03:51 PM	4,348,336,128 RTU East Ramp1.e57
02/01/2024 03:56 PM	730,333,184 RTU East Ramp2.e57
02/01/2024 03:58 PM	721,327,104 RTU East Ramp3.e57
02/01/2024 04:00 PM	727,062,528 RTU East Ramp4.e57
02/01/2024 04:01 PM	715,081,728 RTU East Ramp5.e57